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K#: **8684**

Employer Name: **Mechanical Contractors Council of Central California**

Location: **CA Central**

Union: **Pipe Trades District Council 36, United Association of Journeymen & Apprentices of the Plumbing & Pipe Fitting Industry of the United States & Canada (PPF), AFL-CIO**

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K 8684  
1,200 workers

68 pgs.

# **MASTER LABOR AGREEMENT**

between

**PIPE TRADES DISTRICT COUNCIL  
No. 36**

of the

**United Association of Journeymen and Apprentices of the  
Plumbing and Pipefitting Industry of the  
United States and Canada, AFL-CIO**

and

**MECHANICAL CONTRACTORS COUNCIL  
Of Central California**

**EFFECTIVE OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2006**

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# **MASTER LABOR AGREEMENT**

between

**PIPE TRADES DISTRICT COUNCIL NO. 36 of the  
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND  
CANADA, AFL-CIO**

and

**MECHANICAL CONTRACTORS COUNCIL OF CENTRAL CALIFORNIA**

## **PREAMBLE**

**THIS SIXTY (60) MONTH AGREEMENT, made and entered into this first day of October, 2001, by and between PIPE TRADES DISTRICT COUNCIL NO. 36 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, and MECHANICAL CONTRACTORS COUNCIL OF CENTRAL CALIFORNIA, and such other INDIVIDUAL EMPLOYERS, ASSOCIATIONS AND COUNCILS as may become parties signatory to this Agreement, or any counterpart thereof.**

**“The considerations for this agreement are the mutual promises of each of the parties to strive to:**

- (1) Establish and maintain harmonious relations.**
- (2) Eliminate work stoppages or delays in the prosecution and completion of all work undertaken by the Employer.**
- (3) Provide a rational economic environment in the construction industry for the benefit of the parties of this agreement, the customer of construction services, and the community as a whole.**
- (4) Improve the competitive position of the organized segments in the construction industry.”**

**NOTE: Any reference to the male gender also includes the female gender.**

## **ARTICLE I DEFINITIONS**

It is hereby mutually understood and agreed as follows:

Section 1. The terms "DC #36" and "Union" as used in this agreement mean PIPE TRADES DISTRICT COUNCIL NO. 36 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, acting as the agent of Local Unions No. 062, 228, 246, and 442 of the UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO.

Section 2. The terms "MCC" and "Employer" as used in this Agreement mean MECHANICAL CONTRACTORS COUNCIL OF CENTRAL CALIFORNIA, acting on behalf of its members and such other Individual Employers as have authorized it to represent them or Individual Employers who sign the Agreement, or any counterpart thereof.

Section 3. The term "I/E" (for Individual Employer) as used in this Agreement means:

(1) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which at the time of execution hereof was, or at any time since has become, a member of the MCC or has given the MCC authorization to bind it to the provisions hereof, or

(2) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which at the time of execution hereof was, or at any time since has become, a member of any other Employer Organization which executes this Agreement or any counterpart hereof, or

(3) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which executes this Agreement or any counterpart hereof, or

(4) Any other person, firm, corporation or other entity performing work covered by this Agreement (unless also covered by any special Agreement with District Council #36 or the United Association to which he or it is a party) in which any Individual Employer as defined in paragraph (1), (2) and (3) above, has or hereafter during the term of this Agreement acquires either directly or indirectly, a controlling interest or exercises control over the operation of that entity.

(5) Any person, firm, corporation or other entity which joins or participates with, or in any way assists, directly or indirectly, an Individual Employer as defined above, in evading or violating the requirements of Article I, Section 5 or Article XXIX, Section 1.

Section 4. The term "L/U" (for Local Union) as used in this Agreement means any of the Local Unions enumerated in Section 1 hereof and any other Local Union which may hereafter authorize the Union in a manner and form acceptable to said Union to act as its agent and to bind it and each Individual Member of the Local Union for the purpose of this Agreement.

Section 5. In order to protect and preserve to the employees in the bargaining unit, the work covered by this Agreement, it is agreed as follows:

(a) Whenever an Individual Employer performs any on-site construction of the type covered by the Agreement under its own name or any other name whether as a sole proprietorship, a partnership or other unincorporated organization, or as a corporation or any other business entity, including a joint venture, wherein the Individual Employer exercises directly or indirectly management control or ownership, the terms and conditions of this Agreement shall be applicable to all such work as that term is used in the construction industry proviso to Section 8 (e) of the National Labor Relations Act.

(b) It is agreed upon that this Agreement shall be binding upon the Union and Local Unions set out in Section 1 of Article I, hereof, and upon the Employer and Individual Employers set out in Sections 2 and 3 of Article I hereof, and upon any firm or corporation doing covered work, in which an Individual Employer acquires a controlling interest.

(c) In the case of an alleged violation of this Section 5, the complaining party may elect to pursue his or its complaint either through the procedures set forth in Article XXIII of this Agreement or in an action at law or in equity in a court of competent jurisdiction, or any other proceeding before a tribunal with proper jurisdiction.

## **ARTICLE II COVERAGE OF AGREEMENT**

Section 1. Territory Covered. The area covered by this Agreement shall be the following counties in the State of California: ALPINE, AMADOR (Southern), BUTTE, CALAVERAS, COLUSA, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, PLUMAS, SAN JOAQUIN, SANTA

CRUZ, SHASTA, SIERRA, SISKIYOU, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, AND YUBA.

For the purpose of this Agreement, the geographical area above defined shall be known as the Pipe Trades District Council No. 36 area.

It is mutually understood and agreed that in the event a L/U of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada should become a member of the Pipe Trades District Council No. 36 of the United Association, it may add the territory covered by this Agreement under such terms and conditions as it deems best and such terms and conditions shall be applied equally to all I/E when working within the territorial jurisdiction of such L/U, provided, however, conversely, that when any I/E from the territorial jurisdiction of such L/U works within the original Pipe Trades District Council No. 36 area, such I/E shall be required to observe all of the terms and conditions of this Agreement.

Section 2. Employees Covered. This Agreement shall apply to and cover all persons who perform any type of work covered by this Agreement for an I/E covered hereby, but shall not apply to office clerical workers, guards and supervisors as defined in the National Labor Relations Act, as amended.

Section 3. Work Covered. This Agreement shall cover all Solar, Plumbing, Heating, Air Conditioning, Refrigeration, Process and Industrial Piping Systems at the job site or in the shop of the I/E and coming within the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, as recognized and established by the Building and Construction Trades Department, AFL-CIO, International Agreements or other Agreements to which the DC #36 is a party or is bound, and decisions of record of the Impartial Disputes Plan for the Construction Industry, including specifically the following:

(A) The fifty (50) points of jurisdiction (except as otherwise hereinbefore provided) as set forth in the Constitution of the United Association, a copy of which fifty (50) points is annexed hereto.

(B) The loading and unloading, anywhere at the job site or at the I/E's shop, yard or job site stock pile, distributing, reloading by any method, whether power equipment is used or not, the rigging, hoisting, assembling, fabricating, installation and erection of pipe work of any kind and description, hangers, supports (except yard supports which are bridged together or constitute a part of the building structure) regardless of material or shape, fixtures, appurtenances and equipment which are part of the piping system, to be installed or used by the I/E, whether by



fork lift, handy crane, tugger, welding machine (gas or diesel propelled) or other equipment, and any accessories thereto.

(C) (1) The loading and unloading of plumbing, heating, air conditioning, refrigeration and the piping materials and/or equipment on and off trucks used to deliver such materials from a job stockroom, fabricating shop or job stock pile to the approximate point of use or installation.

(2) Job stockroom, tool room, fabricating shop and job stock pile are defined to be that stockroom, tool room, shop or stock pile which is situated on the premises of the job site and which is used by the employees covered hereby as a place to stock plumbing, heating, air conditioning and/or refrigeration and other piping materials and/or equipment and to stock such equipment which is to be moved directly from those sites to the approximate point of use or installation or to be moved from one stock pile to another on the job site.

(D) All work not specifically mentioned above which has been traditionally or normally done by the employees covered by this Agreement as though specifically herein set forth.

### **ARTICLE III FABRICATION**

Section 1. The fabrication of all plumbing, heating, air conditioning, refrigeration and piping materials and industrial piping which has been traditionally and normally performed at the job-site by I/E's using employees covered by this Agreement, shall continue to and must be performed at the job-site by the employees covered by this Agreement under the terms and conditions of this Agreement. No employee may be required to install, or be discharged or otherwise disciplined for refusal to install, any materials which have been fabricated on or off the job-site by any other employer whose total economic cost per unit of labor is less than the total economic cost per unit of labor of I/E's performing the same work under this Agreement.

All hanger rods that are not to be cut and threaded on the job site shall be done in a union fabrication shop in accordance with District Council #36 or the U.A. Fabrication Agreement. All catalog items such as clamps, U-bolts, etc. may be purchased from any source are the option of the employer. Erection of such items shall be covered by the terms of this Agreement.

Section 2. It is the intent of this Article to protect and preserve to the employees in the Multi-Employer Collective Bargaining Units all of the work which

has normally and traditionally been performed by them, and to maintain the wages, hours and conditions of employment they have enjoyed with respect thereto.

**NOTE:** Any I/E whose shop is located within the 27 county jurisdiction of DC #36, may transport materials fabricated by members of any of the four (4) Local Unions, to any job site within the 27 county jurisdiction, provided however that the I/E agrees to send in only the first and fourth employee from the I/E's home L/U, unless otherwise agreed to by the L/U.

In the event that the I/E performing the fabrication must hire additional personnel in the fab shop, the L/U to which the fabrication is being sent, shall have the right to send no less than 50% of the required additional work force to the shop with no travel or subsistence.

There shall be no restrictions on housing fabrication.

#### **ARTICLE IV SUBCONTRACTING**

None of the work covered by this Agreement, which is to be performed at the site of construction, alteration, or repair of any building, structure or other work, shall be sub-contracted by any I/E except to an I/E who is included within the Multi-Employer Collective Bargaining Units covered hereby.

It is the intent of this Article to protect and preserve to the employees in the Multi-Employer Collective Bargaining Units all of the work which has normally and traditionally been performed by them and to maintain the wages, hours and conditions of employment they have enjoyed with respect thereto.

#### **ARTICLE V RECOGNITION OF BARGAINING AGENTS**

Section 1. Each I/E hereby recognizes each L/U as the sole and exclusive collective bargaining representative under Section 9(a) of the National Labor Relations Act of all full-time and regular part-time covered employees, as defined in Section 2 of Article II of this Agreement, on all present and future job sites within the jurisdiction of each such L/U, on the following basis. Each L/U has requested that each I/E working in its jurisdiction recognize each such L/U as the Section 9(a) representative of its employees; each such L/U has offered to submit to each I/E through its bargaining representative evidence that the L/U has the support of a majority of the I/E's employees; and the I/E acknowledges and agrees that a

majority of its employees have authorized each such L/U to represent them in collective bargaining.

Section 2. The DC #36 recognizes the MCC as the sole and exclusive collective bargaining representative of the I/E's as defined in Article I, Section 3, of this Agreement.

Section 3. All I/E's executing this Agreement, or any counterpart thereof, delegate to the MCC the right to appoint Employer Trustees on the Board of Trustees and Employer Members on the Local Joint Conference Committees and the Joint Conference Board to represent its interests on said Boards of Trustees and the Local Joint Conference Committees and Joint Conference Board. Each such I/E, by signing or agreeing to be bound by this Agreement, authorizes the Association to act as its collective bargaining representative for all matters pertaining to this Agreement.

## **ARTICLE VI UNION MEMBERSHIP**

All employees covered by this Agreement shall, as a condition of employment, tender the uniform dues and initiation fees in effect to the L/U eight (8) days following the beginning of employment under this Agreement. All employees who may be accepted into membership shall thereafter maintain their good standing in a L/U within DC #36 as a condition of employment by paying regular monthly Union dues uniformly paid by other members of the same classification in the Local Union. In the event the employee fails to tender the initiation fee as required by the Local Union, or a member of the Local Union fails to maintain his membership in accordance with the provisions of this section, the Local Union shall notify the Individual Employer and employee in writing. Upon receipt of such written notice, the Individual Employer shall discharge said employee within forty-eight (48) hours, Saturday, Sunday, and Holidays excluded, for failure to maintain continuous good standing in a L/U within DC #36 as required above. In the event of any proceeding brought by an employee against an I/E, or an I/E and L/U jointly, before any court or other tribunal of competent jurisdiction, the L/U shall assume defense of the same and shall save and hold harmless the I/E from any and all claims, demands, attorneys' fees and court costs, charges or causes of action of whatsoever nature alleged therein, including the payment of any amount agreed upon in settlement thereof by the I/E and the employee in good faith and with the written consent of the L/U, whether before or after initiation of proceedings by the employee.

## **ARTICLE VII HIRING AND DISCHARGE OF EMPLOYEES**

Section 1. In the hiring of employees to perform the work covered by this Agreement, preference shall be given in the following order:

(A) First, to qualified journeymen who (a) during each year of the three (3) year period next preceding the date of registration were resident in and performed fifty (50%) percent or more of their work as such journeymen participating in the Pipe Trades District Council No. 36 Pension and/or Health and Welfare Plans, or (b) as a result of an industry journeyman recruitment drive, have agreed to work for an employer participating in the Pipe Trades District Council No. 36 Pension and/or Health and Welfare Plans.

(B) Second, to qualified journeymen not meeting the requirements of (A) above, who either (a) meet the requirements for registration on the "A" list of any other Local Union affiliated with Pipe Trades District Council No. 36, or (b) meet the "A" list requirements of any other U.A. Local not affiliated with Pipe Trades District Council No. 36, but affiliated with the Northern California Locals provided that such Local Union permits registration on its "B" list or equivalent of qualified journeymen meeting the requirement of (A) above.

(C) Third, to qualified journeymen who have been employed by an Individual Employer or Individual Employers party to a collective bargaining agreement with any other U.A. Local Union within the State of California, whether or not affiliated with Northern California Locals for not less than 1,000 hours in each year of the two (2) year period next preceding the date of registration for employment in the employment office of the Local Union.

(D) Fourth, to all other employees and applicants for employment not meeting the requirements of (A), (B), or (C) above but only if certified by an approved Journeyman and Apprentice Training Committee of any U.A. Local Union as having completed a prescribed training program or its equivalent, or whose apprenticeship has been terminated not less than three (3) years prior to date of registration other than by certificate of completion.

Section 2. For the purposes of Section 1, an employee or applicant for employment shall be deemed a qualified journeyman if he has had at least five (5) years of practical working experience at the plumbing or pipe fitting trade as a journeyman or an apprentice and if he, in addition, meets any one or more of the following requirements:

(A) Has successfully served an apprenticeship at the trade under an apprenticeship program sponsored by any Local Union, the U.A. or any other U.A.-Local, or

(B) Has successfully passed an examination conducted by the L/U with which the employee seeks to register for employment.

Section 3. The apprentices' preference is subject to the control of the Local Joint Apprenticeship Training Committee. Upon completing his apprenticeship under the supervision of such Local Joint Apprenticeship Training Committee, the apprentice shall then enjoy the preference of a qualified journeyman.

Section 4. I/E's must secure all journeymen and apprentices through the employment office of the L/U with jurisdiction at the job site, and the DC #36 agrees that the L/U's will dispatch journeymen and apprentices within forty-eight (48) hours when available. In the event the L/U is unable to refer employees within such forty-eight (48) hour period, exclusive of Saturdays, Sundays, and holidays, the I/E shall be free to secure such employees elsewhere, but not in excess of the number requested, and upon hiring such employees shall immediately notify the employment office of the Local Union of the name, address and Social Security number of each employee so hired.

Section 5. Each employment office shall maintain, and have available, during normal working hours, for inspection by any member in good standing, the following lists upon which unemployed persons may register for employment:

List A - Qualified journeymen meeting the requirements of 1(A).

List D - All other employees and applicants for employment.

**NOTE:** Though there are "B-List" and "C-List" classifications, there are NOT actual "B and C Lists" to sign-in on. The "A-Lists" of all other L/U's become the "B-List" and "C-List", as defined in Section 1 (B) and (C) of this Article, when travel card workers are needed to supplement the home-Local members.

Section 6. Separate lists shall be kept for the registration of apprentices. The registration and dispatch of apprentices from that list shall be under the supervision of the Joint Apprentice Training Committee and in accordance with all applicable federal and state laws and regulations, including without limitation any selection procedures which already have been, or may hereafter be, adopted with the approval of the California State Division of Apprenticeship Standards.

Section 7. In dispatching employees the employment office of the L/U with jurisdiction over the job site shall dispatch in the following order.

(A)(1) Employees called for by name provided such employee is one with a preference as defined in Section 1 (A) hereof, registered on List A, and available and willing to accept dispatch at the time of receipt of request from the I/E and provided further, that the next man employed by the I/E be obtained in normal order

of dispatch from the "A List" of the L/U involved. Foreman may be requested by name without regard to the 50/50 name hire provision. Additionally, each I/E shall be entitled to four (4) extra calls by name per year without regard to the 50/50 name hire provisions. However, each additional call by name is limited to one per quarter and no banking is allowed. No employee who has voluntarily quit his last employment may be called for by name or recalled, however, within less than ten (10) working days after he again registers for employment thereafter.

**NOTE:** The I/E may, however, recall by name any former Employee who has been laid off within the last six (6) months, provided said Employee has not been dispatched from the List to more than one other I/E.

(2) Employees called for upon request of an I/E or the senior representative of the I/E on a job, stating that such I/E desires an employee in a particular classification who has had either (i) a specified number of months or years not to exceed, however, twenty-four (24) months or two (2) years experience on a particular type of machine, or (ii) a specified number of months or years not to exceed, however, twenty-four (24) months or two (2) years experience on a particular type of work, or both. Upon receipt of such request, the employment office shall contact the employees in that classification registered and available for work in the order in which they would be dispatched under subsection (B) and (C) next following of this Section 7 and inquire of the employee as to his experience under (i) and (ii) and the employment office shall dispatch the first such employee who advises the employment office that he has such experience, and can verify same through previous employers.

(3) Employees called for upon written request of an I/E or the senior representative of the I/E on a job, stating that such I/E requires an employee who is (i) certified in CPR/First Aid in order to meet Cal-OSHA requirements for a specific job or (ii) any other certification or qualification offered by the local JATC. Upon receipt of such request, the employment office shall contact the employees in the classification requested who are registered and available for work in the order in which they would be dispatched under subsection (B) and (C) next following of this Section 7(A) and inquire of the employee as to his certification and the employment office shall dispatch the first such employee who advises the employment office that he/she has such certification and can verify same.

(4) The employment office may, however, insist that a request for any such employee under (A) (1), (2) or (3) hereof be made in writing signed by the I/E or his senior representative on the job and may refuse to dispatch any such employee until receipt of such written request.

(B) Except as provided in (A) (1), (2) or (3) above, the employment office shall first dispatch journeymen who are registered on List A in the classification

called for and are available for employment; next, those who are registered on List B in the classification called for; and, next those who are registered on List C in the classification called for; and thereafter, employees and applicants for employment who are registered on List D in the classification called for and are available for employment.

(C) All employees on each list, except as provided in subsection (A) (1), (2) or (3) above, shall be dispatched upon a first in, first out, basis by classification in the order in which they have registered for employment.

(D) The name of any employee dispatched from List A and employed shall be stricken from the list when he commences work on the sixth (6th) working day following his dispatch. If said employee is dispatched to the same Employer within a fourteen (14) day period after being laid off from the first dispatch, his name shall be stricken from the list. The name of any such employee unless already stricken from the list in accordance with the foregoing, shall be immediately stricken from the list if the employee quits his employment.

(E) The name of any employee dispatched from List B, C or D who is employed, shall be stricken immediately from the list and such employee must re-register in order to be available for employment thereafter.

(F) Registrations on List C and D shall be valid for one (1) calendar month only, and no such registration shall be carried over to the succeeding months. Any person not dispatched during the calendar month in which he registered, shall, if he desires, be available for dispatch upon re-registration.

Section 8. (A) The I/E shall have the right to reject any applicant for employment referred by the L/U. Any applicant reporting for employment at the time and place agreed upon by the L/U and the representative of the I/E requesting the dispatch, shall, if so rejected, be entitled to show-up time as provided in Article XXV, Section 3 (F) unless (i) the applicant is in a condition unfit for work, or (ii) the I/E has requested an employee under Section 7 (A) (2) hereof and the employee does not meet the experience specified, or (iii) the I/E has called for an employee by name and the employee dispatched was not the one named.

(B) An Individual Employer may elect to establish a Drug Free Workplace. If the I/E has elected to do so or has been awarded a contract which requires (i) pre-employment drug testing and/or (ii) drug testing of current employees for reasonable cause or (iii) a drug free workplace policy and agreement by its employees to abide by it, the I/E shall so notify the Hiring Hall. The Hiring Hall shall make this drug testing requirement known to those employees at the top of the respective dispatch lists. It shall then be the employee's own choice to accept the conditions for dispatch or to not accept the conditions for dispatch. If any employee chooses to decline a dispatch requiring drug testing, the I/E shall not be

deemed to have breached this Agreement or otherwise be held liable to the employee for his/her loss of employment opportunity.

All drug testing programs in which any bargaining unit member working under this Agreement participates shall comply with the following minimum requirements:

(i) If the program is required and operated by the project owner, general contractor or according to a project labor agreement, those rules shall apply, and all rules stated below will be superseded except for (ii) and (iii), which shall still apply;

(ii) No testing costs will be paid by the employee, Pipe Trades District Council No. 36 or L/U.

(iii) All employees who report for required pre-employment drug testing shall be paid for two hours' show-up time if they pass, but not if they fail the drug test.

(iv) In addition to the above minimum requirements, if the I/E has established his own drug-free workplace program, employees shall be provided all the protections provided to employees in the UA/MCAA Statement on Workplace Substance Abuse Testing and Treatment and Model Collective Bargaining Agreement provisions, which is, to that extent, incorporated by reference into this Agreement.

The protections referred to are listed in Appendix III of this Agreement.

Section 9. (A) Employees may be laid off or discharged at any time for just cause. When an employee is terminated, the I/E shall completely fill out, date and sign the form "Notice of Termination". (See Sample at Appendix IV). Termination notice shall be valid for 180 days. One copy will be retained by the I/E, one copy will be given to the laid off or discharged employee and one copy will be immediately sent to the L/U Business Office. The L/U Business Manager may request additional information from the I/E.

(B) Except in cases of discharge for just cause, no A-List employee shall be laid off or discharged until all D-List, C-List and B-List employees in the same work classification have been laid off or discharged in that order, e.g. "D", then "C", then "B" on a job by job basis.

Section 10. (A) Whenever any welding test is required of any workman by any I/E, the employment office upon being requested to dispatch men for such test will dispatch only such workmen who are experienced in the type of work for which the test is required, unless otherwise expressly agreed to by the I/E, in the manner set out in Article VII, Section 7 (B).



Before any workman commences the test, he shall be placed on the payroll of the I/E. Any workman failing to pass the test shall be paid straight time for the test period but in no event less than four (4) hours at straight time. Welders taking any welding test, other than a visual only, will be furnished a copy of the test result papers within thirty (30) days.

This sub-section shall apply only to jobs other than service and maintenance or jobbing and repair as defined in Article XXVII.

(B) The following paragraph shall only apply to an I/E whose permanent yard or shop is located outside the geographical area covered by this Agreement when the collective bargaining agreement by which such I/E is covered provides for similar treatment of I/E and such one employee covered by this Agreement. Regardless of anything to the contrary in Article VII of this Agreement, the I/E whose permanent yard or shop is located outside the geographical area covered by this Agreement, is free, on each job site contracted for by it inside the territorial jurisdiction of the L/U where the work is located, to bring for employment on and to employ for such work one of such I/E's employees from the geographical area in which such I/E's permanent yard or shop is located, provided (i) that such I/E shall notify the employment office of the L/U with territorial jurisdiction over the area in which the work is located, of the name of each such employee and the location of the work prior to the time each such employee is sent into such area, and each such employee before reporting for such work shall report to the employment office of the L/U having territorial jurisdiction over the area in which the work is located, in person, by telephone, fax, telegraph, or in writing, and such employment office shall issue him a dispatch, and provided further, (ii) that all of the provisions of this Agreement shall apply to and cover such employee, including without limitation those pertaining to wages and fringe benefits, subject to his right to have the contributions upon the hours so worked by him paid to the Pension Trust Fund and the Health and Welfare Trust Fund, remitted to the corresponding Trust Funds in his home area in accordance with applicable Reciprocity Agreements, if any, and provided further, (iii) that the I/E must employ at least one (1) employee obtained through the employment office of the L/U at the job site to work with each employee so brought in.

(C) On each job site contracted for by an I/E outside the territorial jurisdiction of the L/U in which the I/E's shop is located, but within the geographical area covered by this Agreement, such I/E may send two (2) employees, but not more than two (2) employees, to that site or location, from the I/E's home L/U, provided, however, that the I/E shall notify the employment office of the L/U with territorial jurisdiction over the area in which the job site is located of the name of the employee and the location of the job prior to the time an employee is sent into the area and that the employee, before reporting to the job site, shall report to the employment office of the L/U having territorial jurisdiction over the area in which the job site is located by telephone, fax, telegraph, in writing, or in person. The

hours/benefits of the first employee so sent in shall be paid on the home local's Funds Report and the employment office shall issue a dispatch to the second employee.

This sub-section shall apply to jobs other than service and maintenance or jobbing and repair as defined in Article XXVII.

Section 11. The DC #36 and each L/U employment office, in carrying out the provisions of the Agreement with respect to the matters covered in this Article VII and the registration and dispatch of employees and prospective employees (applicants), will not discriminate either in favor of or against such employees, or prospective employees, by reason of race, sex, religion, national origin, color, ancestry, disability, marital status, sexual orientation, or of membership in, or non-membership in, any union, or by reason of activity on behalf of, or in opposition to, any union, nor shall the carrying out of the provisions of this Agreement with respect to the matters covered in this Article VII and the registration and dispatch of employees and prospective employees be based on or in any way affected by union membership, by laws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements, except to the extent of enforcing Article VI (Union Shop Clause) of this Agreement.

Each L/U recognizes the obligations and therefore assumes full responsibility to each employee or applicant for employment for any loss or damage resulting from any such discrimination or other violation of law in hiring, layoff or discharge of employees and applicants for employment, and further agrees to save and hold harmless the I/E from any loss or damages resulting from its own discrimination or other violation of law in which the I/E did not participate. The provisions of this Section shall govern over any conflicting provisions or requirements of the Constitution of the United Association of Journeymen and Apprentices of the *Plumbing and Pipe Fitting Industry of the United States and Canada*, or of the Constitution, By-Laws, working rules or other rules of the DC #36 and each L/U.

Section 12. Persons registering for employment shall be required to make out a form of application which shall contain all information required for application of the preceding sections. No person shall be permitted to register unless and until he has completed the application. Persons filing false applications shall be barred from registering for employment for one (1) month.

Section 13. Any employee, or applicant for employment, aggrieved by the operation of the employment office, or the application of any of these regulations to himself, has the right to submit his grievance to the Local Joint Hiring Hall Committee as set forth in Article XXXII, and if appealed, to the Joint Conference Board as set forth in Article XXIII, and the procedure, therein specified, provided

that the grievance form is submitted within ten (10) working days of the occurrence of the grievance.

Forms for the submission of such grievance shall be available at all times in the employment offices.

This Article VII shall be posted on the bulletin board in each L/U employment office, and the bulletin boards of the I/E where notices to employees and applicants for employment are posted.

Section 14. It is understood and agreed that the provisions of this Article VII may be amended by agreement in writing between the DC #36 and the MCC or any L/U and any local group of I/E's affiliated with the MCC, as the case may be, to the extent necessary to achieve the goals of any Affirmative Action Program to which said parties, or any of them, now subscribe, or may hereafter subscribe, during the term of this Agreement.

## **ARTICLE VIII COMPETENCY AND QUALIFICATIONS**

Section 1. The I/E shall be the sole judge of the competency of his employees and may discharge any employee for just cause.

Section 2. Among other just causes, it shall be deemed just cause for an I/E to discharge an employee when the I/E's insurance carrier has notified him in writing or by telegram that said employee may not drive any employer-owned vehicle due to the employee's poor DMV driving record when the driving of the employer-owned vehicle is an essential requirement to the performance of the employee's regular job functions and copies of the writing or telegram from the insurance carrier and of the DMV record relied upon have first been made available to the L/U Business Manager.

Section 3. The L/U's shall be the sole judges of the qualifications of their members for membership.

## **ARTICLE IX CESSATION OF WORK**

It is mutually understood and agreed that during the period when this Agreement is in force and effect neither the MCC nor any I/E will authorize or engage in any lockout; and that the DC #36 or L/U will not authorize any strikes, picketing, slowdowns or stoppages of work in any dispute, complaint or grievance

arising under the terms and provisions of this Agreement, except disputes, complaints, or grievances involving Article VI, Section 4 and 9 (b) only of Article VII, and Articles XIII, XIV, XVI, XVII, XVIII, and XIX. In the event of any dispute, complaint, or grievance involving Article VI, Sections 4 and 9 (b) only of Article VII, and Articles XIII, XIV, XVI, XVII, XVIII, and XIX, or in any case in which the I/E is failing to abide by an order of the Joint Conference Board, (except in cases involving Articles III and IV hereof), however, it shall not be a violation of this Agreement for the DC #36 or L/U's to withdraw the employees of the I/E or MCC's involved and, during the time such dispute, complaint, or grievance remains unresolved, or the refusal of the I/E or MCC's to comply with the order of the Joint Conference Board continues, to refuse to dispatch employees to such I/E or MCC's. Employees so withdrawn shall not lose their status as employees but shall not be entitled to receive any wages or other compensation for any period during which they have been so withdrawn or refused to perform work.

#### **ARTICLE X EMPLOYEES NOT TO BE DISCHARGED FOR RECOGNIZING AUTHORIZED PICKET LINES**

No employee covered hereby may be discharged by any I/E for refusing to cross a primary picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a L/U thereof, which picket line has been authorized, sanctioned, or otherwise processed by the Local Building and Construction Trades Council or Union Association District Council having jurisdiction over the area in which the job is located.

As soon as a L/U Business Manager becomes aware that a local Building and Construction Trades Council has sanctioned a picket, he shall whenever feasible, notify the signatory I/E with persons at that site so that the I/E can be forewarned.

Furthermore, recognizing the "special problems" in the construction industry based upon the close relationship between contractors and sub-contractors at the job-site of the construction, alteration, or repair of a building, structure, or other such work and the friction that is created when union and non-union employees are required to work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any construction site where non-union employees are employed upon the type of work covered by this Agreement and which would require the employee to work "shoulder to shoulder" or along side such employees, or refuses to remain on such a job-site when such employees are engaged in such work on the job-site. This clause shall apply only to job-sites where the DC #36 members are working.

## **ARTICLE XI JURISDICTIONAL DISPUTES**

Subject to the provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the National Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter "Plan"), or any successor thereto adopted by the Building and Construction Trades Department of the AFL-CIO and participating employers. Provided, that all unions involved in such jurisdictional dispute and all employers with whom those unions have collective bargaining agreements have also submitted to the jurisdiction of, and have agreed to be bound by all decisions of the Plan when those employers are involved in a jurisdictional dispute. In the event any union claiming work jurisdiction from an employer signatory to this Agreement, has a collective bargaining agreement with any employer which does not provide for settlement of jurisdictional disputes by the Plan, then the parties to this Agreement shall not be subject to the jurisdiction of or be bound by decisions of the Plan involving such unions. In the event the above provision is complied with, the parties hereto agree to and accept, and shall be bound by, the rules, regulations and procedures of the Plan or its successor as in effect from time to time.

## **ARTICLE XII APPRENTICESHIP AND TRAINING**

Section 1. In order that an adequate supply of competent skilled craftsman shall be available at all times, it is agreed that the apprenticeship training shall conform to the State Apprenticeship Standards prepared under Shelley-Maloney Apprentice Labor Standards Act of 1939, as amended.

Section 2. Apprentice. An apprentice is indentured by the Joint Apprentice Committee and in accordance with the applicable laws of the State of California governing the employment of and training of apprentices.

Section 3. Apprentices shall work under the direction of a qualified journeymen during the first through the eighth periods of training. They shall be permitted to work alone during the ninth and tenth periods of training. The ratio of Apprentices to Journeyman shall be 1:3 (Example: 1 Journeyman = 1 Apprentice, 4 Journeymen = 2 Apprentices, etc.).

Section 4. The Local Joint Apprenticeship Committee is given ultimate authority to limit or expand the number of Apprentices assigned to and employed by any I/E, in order to preserve the integrity of the local apprenticeship program.

Section 5. An I/E who is qualified to train Apprentices in one L/U of District Council #36, shall be deemed qualified to train and receive Apprentices in any other Local within the Council.

Section 6. Local Unions shall continue to increase Apprenticeship intake. Also, apprentices who pass a 3rd party certification in welding uphill, downhill, and TIG, shall be advanced two (2) pay periods while working as a welder.

### **ARTICLE XIII WAGE RATES**

Section 1. The wage rates effective October 1, 2001, for journeymen, foremen, general foremen, senior general foremen and apprentices, on new work and remodel and on repair and service work, for each zone, are set forth in the following table.

A sixty (60) month contract was negotiated and the monetary terms are as follows with future increases to be allocated:

For Locals 228, 246, and 442:

January 1, 2002	\$1.00	to Defined Benefit Plan
July 1, 2002	\$.70	to be allocated by union
January 1, 2003	\$.70	to be allocated by union
July 1, 2003	\$.70	to be allocated by union
January 1, 2004	\$.70	to be allocated by union
July 1, 2004	\$.60	to be allocated by union
January 1, 2005	\$.60	to be allocated by union
July 1, 2005	\$.75	to be allocated by union
January 1, 2006	\$.75	to be allocated by union

For Local 62:

January 1, 2002	\$1.00	to Defined Benefit Plan
July 1, 2002	\$1.25	to be allocated by union
January 1, 2003	\$1.00	to be allocated by union
July 1, 2003	\$1.00	to be allocated by union
January, 2004	\$1.00	to be allocated by union
July 1, 2004	\$1.00	to be allocated by union
January 1, 2005	\$1.00	to be allocated by union
July 1, 2005	\$1.00	to be allocated by union
January 1, 2006	\$1.00	to be allocated by union

When estimating or computing payroll cost, the terms of subsistence covered in Article XXVI must be considered and included.

Wage rates for Foreman, General Foreman and Senior General Foreman, over and above basic taxable wage are:

Foreman: 10% premium above taxable wage.  
General Foreman: 20% premium above taxable wage.  
Senior General Foreman: 25% premium above taxable wage.

The total package for Journeyman's wage and fringes is \$39.65 from October 1, 2001 to December 31, 2001, for Locals 228, 246 and 442.

For Locals 228 and 246:

Taxable Wage (including Vacation)

Class 0	\$28.29
Class 1	27.29
Class 2	26.29
Class 3	25.29
Class 4	23.29
Class 5	21.29

Pension Plan (Defined Contribution)

Class 0	1.00
Class 1	2.00
Class 2	3.00
Class 3	4.00
Class 4	6.00
Class 5	8.00

Pension Plan (Defined Benefit)	3.66
Health & Welfare	4.58
Apprentice Training	.70
International Training Fund	.05
Industry/Contract Administration	.16
Hiring Hall	.51
Labor Management Fund	.70

For Local 442:

Taxable Wage (including Vacation)

Class 0	\$28.79
Class 1	27.79
Class 2	26.79

Class 3	25.79
Class 4	23.79
Class 5	21.79
Pension Plan (Defined Contribution)	
Class 0	1.00
Class 1	2.00
Class 2	3.00
Class 3	4.00
Class 4	6.00
Class 5	8.00
Pension Plan (Defined Benefit)	3.66
Health & Welfare	4.58
Apprentice Training	.70
International Training Fund	.05
Industry/Contract Administration	.16
Hiring Hall	.51
Labor/Management Fund	.20

The total package for Journeyman's wage and fringes is \$41.40 from October 1, 2001 to December 31, 2001, for Local 62.

Taxable Wage (including Vacation)	
Class 0	\$30.54
Class 1	29.54
Class 2	28.54
Class 3	27.54
Class 4	25.54
Class 5	23.54
Pension Plan (Defined Contribution)	
Class 0	1.00
Class 1	2.00
Class 2	3.00
Class 3	4.00
Class 4	6.00
Class 5	8.00
Pension Plan (Defined Benefit)	3.66
Health & Welfare	4.58
Apprentice Training	.65
International Training Fund	.05
Industry/Contract Administration	.16
Hiring Hall	.51
Labor/Management Fund	.25



As of October 1, 2001, percentages and pension for apprentices are:\*

Period	% OF BTJ Wage	Defined Benefit Plan	Defined Contribution Plan
1	40%	-0-	-0-
2	45%	.37	1.00
3	50%	.74	1.00
4	55%	1.11	1.00
5	60%	1.48	1.00
6	65%	1.85	1.00
7	70%	2.22	1.00
8	75%	2.59	1.00
9	80%	2.96	1.00
10	85%	3.33	1.00

As of July 1, 2003, percentages for apprentices are:\*

Period	% OF BTJ
1	45%
2	50%
3	55%
4	60%
5	65%
6	70%
7	75%
8	80%
9	85%
10	90%

\* Wages and Defined Contribution Plan contributions for 3<sup>rd</sup> to 10<sup>th</sup> period apprentices are subject to adjustment according to the provisions of Article XVII.

**NOTE:** These numbers reflect only taxable wage and pension. Health & Welfare, Apprenticeship Training, Hiring Hall, Industry Fund, Contract Administration and Labor/Management Fund must also be added for total wage/fringe package. Detailed breakdown tables are available at each Local Union office.

All fringe benefits are to be paid at the straight-time rate for each hour worked, including overtime, except Defined Contribution Plan contributions in excess of \$1.00 per hour, which are to be paid at the applicable overtime rate.

The DC #36 shall have sole right and discretion to apply any portion of the total wage package provided in Section 1 hereof to wages or fringes, except that, effective July 1, 2002, contributions to the Labor/Management Fund shall not be less than \$.25 per hour nor more than \$.75 per hour.

Section 2. Any employee required to work while suspended by rope or cable at a height of thirty (30) feet or more from the ground, water, or other structural level, shall be paid One Dollar and Fifty Cents (\$1.50) per hour for each hour or fraction thereof so worked.

Section 3. Any employee required to weld or burn galvanized materials shall receive ten percent (10%) over the taxable rate of pay for each hour or fraction thereof so worked.

Section 4. The term "basic hourly wage" as used herein includes vacation pay as provided in Article XIV.

Section 5. Upon written request of the L/U Business Manager, the I/E will supply the L/U a copy of an employee's payroll records for a period not to exceed one year retroactively. This will be limited to four (4) requests per I/E in any twelve (12) month period. Any cost incurred by the I/E for providing these copies will be reimbursed, upon submittal of an invoice to the local Industry Fund Committee. An equitable rate for time expended and photocopy costs will be established. Any disputes arising out of this provision will be settled by the normal grievance procedures.

Section 6. Notwithstanding provisions in this Article to the contrary, for bargaining units working under an agreement in which contributions are not made into the Pipe Trades District Council No. 36 Trust Funds, only, each L/U Business Manager shall have the optional right and discretion to allocate for the area of the L/U all increases effective January 1, 2002 to wages instead of fringes. All such increases shall be included in computing the scale for the craft in all contracts that rely on a scalable wage.

## **ARTICLE XIV VACATIONS**

Section 1. Effective for all work performed on or after the 1st day of October 2001, the I/E's shall deduct from the wages of each of their employees, both journeymen and apprentices, the following sums per hour.

For Vacation Pay:

Local 246:

- (1) \$2.00 per straight time hour
- (2) \$3.00 per time and one-half hour
- (3) \$4.00 per double time hour

Locals 228 and 442:

- (1) \$2.50 per straight time hour
- (2) \$3.75 per time and one-half hour
- (3) \$5.00 per double time hour

Local 062:

\$0.50 for all hours including overtime

Holiday pay is not separately defined but is included in Vacation Pay.

Section 2. The amounts so deducted shall be remitted by the I/E to such institution as shall be designated by the L/U, on or before the 15th day of the month following the month in which the wages from which they were deducted were due and payable, to be deposited in a special account in such institution and credited to each such employee in such manner as may be agreed upon by the L/U and the institution designated by it. Said payments shall be reported upon a reporting form to be supplied to the I/E by the designated institution or by the L/U and shall be deemed delinquent if not received by the designated institution, or mailed and postmarked, prior to midnight of the 20th day of said month.

Section 3. All taxes due from the employee by reason of said payments shall be deducted from the wages of the employee and paid by the I/E together with all other taxes, federal, state and local, as required by law. The amount of taxes so deducted, together with the amount payable as vacation pay shall be noted upon the paycheck stub or accompanying separate voucher given to the employee.

Section 4. Each employee shall have a vested and irrevocable right to the moneys credited to him as provided in Section 1 hereof, together with all interest accrued thereon while on deposit, and to withdraw the same.

Section 5. In the event of the death or adjudicated incompetence of an employee with moneys credited to him, the moneys shall be paid over to the beneficiary designated as such by the employee under the Health and Welfare Plan, upon presentation of a certified copy of death certificate or order adjudicating incompetence or if no such beneficiary has been designated, to the authorized representative of the estate of a deceased employee or to the guardian or conservator of the estate of an incompetent employee or as otherwise provided in the Probate Code of the State of California.

Section 6. Vacations shall be scheduled by agreement between the employee and the I/E.

Section 7. The following shall be recognized holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Fourth of July, the Friday before Labor Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any such holiday should fall on a Saturday, it shall be observed the Friday before and if any such holiday should fall on a Sunday, it shall be observed on the following Monday. No work shall be required on Labor Day except in cases of extreme emergency. The Friday before Labor Day and the Friday after Thanksgiving, as well as, any Friday or Monday that becomes a holiday because the existing holiday falls on Saturday or Sunday will not be considered a regular holiday for Plumbing and Air Conditioning Service and Repair. Any employee volunteering to work one of these days shall, within 30 days, select and take an alternate day off.

## **ARTICLE XV DUES CHECKOFF**

Section 1. The hourly working dues of each employee covered by this Agreement who has executed an authorization in writing therefore as required by law, shall be checked off and deducted from his vacation pay (or other method designated by L/U) when and as the same is paid to the institution designated for that purpose by the L/U of which he is a member as provided in Section 2 of Article XIV, and shall forthwith be deposited by the institution in the Dues Account of the L/U.

Section 2. Each employee desiring to have his hourly working dues so checked off shall execute the required authorization and lodge the same with the institution designated by his L/U; the authorization shall not be irrevocable for a period of more than one year or beyond the date of termination of this Agreement, whichever first occurs. No employee shall be forced, or in any manner required, to execute the authorization other than by his own free act and will.

Section 3. The I/E's do, for the purpose of this Article, authorize the institution so designated by each of the L/U's as their agent and the agent of each of them, to deduct the working dues of each such employee from his vacation pay (or other method designated by L/U) as provided in Section 1 and to deposit the same in the Dues Account of the L/U.

Section 4. The L/Us shall, at the end of each calendar year or more often upon written request by the employee, supply each employee with a statement mailed to his last known address shown on their records, showing the amounts, if any, so checked off and deducted as his working dues.

Section 5. No employee who has executed the required authorization shall be relieved of his obligation to pay hourly working dues to the L/U of which he is a member by reason of the failure of any I/E to remit his vacation pay as provided in Section 2, Article XIV; nor shall any employee who has failed to execute the required authorization be relieved of his obligation to pay hourly working dues. In each such case, the obligation to pay working dues shall be as provided in the By Laws of the L/U.

Section 6. District Council No. 36 shall hold harmless the I/E's, Mechanical Contractors Council of Central California, and any designated institution, of any and all claims which may be made against them or any of them, by any employee claiming misapplication of the provisions of this Article to himself.

## **ARTICLE XVI HOSPITAL, MEDICAL AND DENTAL PLANS**

Section 1. Each I/E shall pay into Pipe Trades District Council No. 36 Health and Welfare Trust Fund the following sums per hour for each hour worked by his or its employees upon work covered by this Agreement

Effective October 1, 2001 .....	\$4.58
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Section 2. The Pipe Trades District Council No. 36 Health and Welfare Trust Fund shall be administered in accordance with the Pipe Trades District Council No. 36 Health and Welfare Trust Agreement.

Section 3. The I/E's agree to be and are bound by all of the terms and conditions of the Pipe Trades District Council No. 36 Health and Welfare Trust Agreement and any amendment or amendments thereto.

Section 4. The Pipe Trades District Council No. 36 Dental Plan shall be administered under and in accordance with the aforesaid Pipe Trades District Council No. 36 Health and Welfare Trust Agreement.

Section 5. Any benefits provided by the Pipe Trades District Council No. 36 Health and Welfare Trust to retirees under any plan of benefits for retired employees shall be provided only to retirees who are members in good standing of a Local Union.

## **ARTICLE XVII PENSION PLAN**

Section 1. (a) Each I/E shall pay into Pipe Trades District Council No. 36 Pension Plan Trust Fund the amount set forth in subsection (c) below, for each hour worked by his or its employees upon work covered by this agreement. As described in subsections (b) and (c), the amount paid will be based upon the employee's classification.

(b) There are six (6) classifications of employees covered under this agreement for the purpose of determining total pension contributions. Classification is based upon industry seniority under the Collective Bargaining Agreements entered into with Contractors by District Council No. 36 and the attainment of advanced levels of experience and status within the trade. Applicable terms and conditions of this Agreement shall be applied in accordance with attained classification. Applications for classification designations shall be submitted to the Business Manager of the Local Union, and upon his recommendations, classification designations shall be granted upon verification that the applicant has achieved the requisite experience as outlined below and the I/E notified in writing:

### **Classifications:**

CLASS 0 employees shall consist of all employees who have not met the requirements of Classes 1 - 5. Travelers shall be presumed to have Class 0 status only, unless sufficient proof of the requisite experience for a higher classification is presented at the time of initial dispatch.

CLASS 1 employees shall consist of employees who have performed at least one (1) year at the trade pursuant to a Pipe Trades District Council No. 36 Collective Bargaining Agreement.

CLASS 2 employees shall consist of employees who have performed at least two (2) years at the trade pursuant to a Pipe Trades District Council No. 36 Collective Bargaining Agreement or who within the twelve (12) months immediately preceding application for Class 2 status have been regularly employed as a Foreman and/or General Foreman for at least three (3) months pursuant to a Pipe Trades District Council No. 36 Collective Bargaining Agreement.

CLASS 3 employees shall consist of employees who have performed at least three (3) years at the trade pursuant to a Pipe Trades District Council No. 36 Collective Bargaining Agreement or who have within the twelve (12) months immediately preceding application for Class 3 status have been regularly employed as a Foreman and/or General Foreman pursuant to a Pipe Trades District Council No. 36 Collective Bargaining Agreement for at least six (6) months.

CLASS 4 employees shall consist of employees who have performed at least four (4) years at the trade pursuant to a Pipe Trades District Council No. 36 Collective Bargaining Agreement or who within the twelve (12) months immediately preceding application for Class 4 status have been regularly employed as a Foreman and/or General Foreman pursuant to a Pipe Trades District Council No. 36 Collective Bargaining Agreement for at least nine (9) months.

CLASS 5 employees shall consist of employees who have performed at least five (5) years at the trade pursuant to a Pipe Trades District Council No. 36 Collective Bargaining Agreement or who within the eighteen (18) months immediately preceding application for Class 5 status have been regularly employed as a Foreman and/or General Foreman pursuant to a Pipe Trades District Council No. 36 Collective Bargaining Agreement for at least twelve (12) months.

**CHANGE OF CLASSIFICATION.** Each employee shall submit to the Business Manager of the Local Union any classification change request no later than November 30, of each year. Upon approval by the Union, such classification

shall be effective January 1. The Union shall notify the I/E of the approved classification of each employee on or before December 16. Any I/E not so advised shall, effective January 1 of each year, contribute for such employees as Class 0 employees, and such classification shall continue through December 31 of that year.

**NOTIFICATION OF CLASSIFICATION CHANGE:** Classification change notifications shall be in writing upon an approved form and in accordance with any rules and regulations adopted from time to time by the Local Union Hiring Hall. Upon notification by the Union to the I/E of an approved classification change, the I/E shall pay wages and fringe contributions at the approved classification level unless and until notified by the Union of a classification change. In no event shall a classification change be implemented except by proper notification from the Union, and no more than one (1) classification change may be effected during any contract year, and shall be effective as of January 1, provided the I/E received notice of such change on or before the immediately preceding December 16.

(c) The total pension contribution shall be as follows:

For Class 0 employees: \$4.66, of which \$3.66 is allocated to the defined benefit plan, and \$1.00 is allocated to the defined contribution plan.

For Class 1 employees: \$5.66, of which \$3.66 is allocated to the defined benefit plan, and \$2.00 is allocated to the defined contribution plan.

For Class 2 employees: \$6.66, of which \$3.66 is allocated to the defined benefit plan, and \$3.00 is allocated to the defined contribution plan.

For Class 3 employees: \$7.66, of which \$3.66 is allocated to the defined benefit plan, and \$4.00 is allocated to the defined contribution plan.

For Class 4 employees: \$9.66, of which \$3.66 is allocated to the defined benefit plan, and \$6.00 is allocated to the defined contribution plan.

For Class 5 employees: \$11.66, of which \$3.66 is allocated to the defined benefit plan, and \$8.00 is allocated to the defined contribution plan.

(d) No pension contributions are required on hours worked during the first period of apprenticeship. See Article XIII for Apprentice Pension prorations for periods 2 through 10.

Section 2. The Pipe Trades District Council No. 36 Pension Trust shall be administered in accordance with the Pipe Trades District Council No. 36 Pension Trust Agreement.



Section 3. The I/E's agree to be, and are, bound by all of the terms and conditions of the Pipe Trades District Council No. 36 Pension Trust Agreement and any amendment or amendments thereto.

Section 4. Any payments made to retirees by the Pipe Trades District Council No. 36 Pension Trust which are in addition to regular, vested benefits and made on a one-time basis, shall be made only to retirees who are members in good standing of a Local Union.

### **ARTICLE XVIII APPRENTICESHIP AND TRAINING FUND**

Section 1. Each I/E shall pay into the Pipe Trades District Council No. 36 Apprentice Training Fund the following sums per hour for each hour worked by each of his or its employees upon work covered by this Agreement.

Effective October 1, 2001 ..... \$ .65 for Local 62  
\$ .70 for Locals 228, 246 and 442

Section 2. Pipe Trades District Council No. 36 Apprentice Training Fund shall be administered in accordance with the Pipe Trades District Council No. 36 Apprentice Training Trust Agreement.

Section 3. The I/E's agree to, and are bound by, all the terms and conditions of Pipe Trades District Council No. 36 Apprentice Training Fund Trust Agreement and any amendment or amendments thereto.

Section 4. Each I/E shall pay into the International Training Fund the following sums per hour for each hour worked by each of his or its employees upon work covered by this Agreement

Effective October 1, 2001                      \$ .05

### **ARTICLE XIX PAYMENTS TO TRUST FUNDS**

Section 1. All payments provided for in Articles XVI, XVII, and XVIII, shall be due and payable monthly on or before the 15th day, and must be paid not later than the 20th day, of each calendar month, for all work performed in the preceding month. Administrators of the Trust Funds shall in each case provide each I/E with a form of report to be filled out and mailed by the I/E with his contribution to the place designated by the Administrators. Such reports and contributions must be in the hands of the Administrators, or mailed and postmarked, not later than the 20th of

the month, or else the I/E shall be deemed and held to be delinquent in the monthly payments required by such articles. Reports and contributions sent in through the mail must be postmarked not later than the 20th of the month or they shall be deemed and held to be delinquent.

Section 2. In respect to all payments provided for by said Articles, time is of the essence. The parties hereto recognize and acknowledge that the prompt payments of amounts due by the I/E pursuant to these Articles are essential to the maintenance in effect of the various Funds and Plans involved, and that it would be extremely difficult if not impractical to fix the actual expense and damage to the parties hereto and to the Funds which would result from the failure of an I/E to make the monthly payments in full within the time provided. Therefore, it is agreed that the amount of damages to each said Fund and to the parties hereto resulting from any such failure shall be by way of liquidated damages, and not assessment or penalty, the sum of \$40.00 for each such failure to pay in full within such time limits provided, or twelve (12%) percent of the amounts due and unpaid, whichever is the greater, which said amount or amounts of liquidated damages shall become due and payable to the Funds at their respective principal offices, upon the day immediately following the date on which the I/E became delinquent and shall be added to and become a part of the amount or amounts due and unpaid and the whole thereof shall bear interest at the rate of twelve (12%) percent per annum until paid.

**NOTE:** If an I/E has an unpaid principal amount due at the time a lawsuit for collection is filed, liquidated damages on I/E's delinquent amount will be increased to 20%, as provided for under ERISA.

Section 3. If any I/E defaults in any of the payments provided for under said Articles XVI, XVII, and XVIII, and as provided in this Article XIX, then in addition to the amount or amounts due and the liquidated damages provided herein, there shall be added to the obligation of the I/E who is in default, in each case, all reasonable expenses incurred by the Administrators of the separate Funds or by any party hereto, in collection of the same, including, but not limited to, in case suit be brought, reasonable attorneys' fees, accounting costs and court costs.

Section 4. In addition to the foregoing, it shall not be a violation of this collective bargaining agreement for the DC #36 or the L/U to remove the employees from any job site or shop of an I/E delinquent in payment of any fringes due on man hours worked. A seven (7) calendar day notice of intent to pull the men will be given. If the men pulled from the delinquent I/E's employ, are not able to be dispatched to other I/E's within five (5) working days, then the delinquent I/E will be assessed for the men's full wages and fringes starting with the sixth (6th) working day, until the delinquent fringes have been paid.

Section 5. All payments herein referred to shall be payable at the principal offices of the Funds in the City of Fresno, County of Fresno, State of California, or at such bank or other place in the City of Fresno as the Administrator or the Trustees may designate.

Section 6. In the event that an I/E, twice during any period of twelve (12) consecutive calendar months, defaults in his payment of any of the contributions to the Trust Funds required by Articles XVI, XVII, or XVIII, as shown on the records of the Administrator of said Trust Funds, such I/E shall, upon notice in writing from the District Council or any affiliated L/U, post a bond, or deposit cash, to secure future payments of the same. The bond or cash deposit shall be in an amount equal to twice the average aggregate amount of said contributions to Trust Funds paid or owed, by him or it over the preceding six month period, but in no event less than One Thousand Dollars (\$1,000.00). The proceeds of the bond or cash deposit shall, in proper cases, be applied in the following order: first, to pension contributions, then to health and welfare contributions, and finally to apprentice training contributions. The L/U's and the DC #36 shall have the right to withdraw and withhold the employees of any I/E who fails to post the bond or put up the cash deposit upon notice as herein provided or to withdraw or withhold the employees of an I/E who is delinquent in such payments or contributions even if he or it has posted the required bond or put up the required cash deposit.

## **ARTICLE XX INDUSTRY PROMOTION FUND**

Section 1. This Article XX is an integral part of this Master Labor Agreement. Each I/E shall pay into the Industry Promotion Fund. If for any reason an I/E elects not to pay into the Industry Promotion Fund, he shall so indicate by deleting this Article XX from his Master Labor Agreement and informing the Secretary of District Council #36 and the Secretary of Mechanical Contractors Council of Central California in writing. In the event an I/E elects to delete this Article XX, he shall be obligated to pay into the Apprenticeship and Training Fund, as defined in Article XXII, the sum of five (5) cents per hour for each hour worked by each employee employed by the I/E covered by this Agreement. Under no circumstances shall an I/E delete Industry Promotion Fund (Article XX) and not pay an additional \$.05 into the Apprenticeship and Training Fund (Article XXII).

Section 2. I/E's agree to be and are bound by all the terms and conditions of Mechanical Contractors Council of Central California - Plumbing, Heating and Refrigeration Industry Trust Fund agreement now in effect or any amendments to the said Trust Agreement. The said Trust Agreement is hereby incorporated by reference and made a part of this Agreement.

Section 3. Mechanical Contractors Council of Central California - Plumbing, Heating, and Refrigeration Industry Trust Fund shall be administered in accordance with the aforesaid Plumbing, Heating and Refrigeration Industry Trust Fund Agreement.

Section 4. All payments provided for in this Article XX shall be due and payable monthly on or before the 15th day and must be paid not later than the 20th day of each calendar month, for all work performed in the preceding month, at such bank or other place in the City of Fresno, County of Fresno, State of California as designated by the Trustees. The representative of the Plumbing, Heating, Refrigeration Industry Trust Fund shall provide each I/E with a form of report to be filled out and mailed by the MCC with his contribution to the place designated by the Trustees. Such report and contribution must be in the hands of the representative of the Industry Fund, or mailed and postmarked, not later than the 20th of the month or else the I/E shall be deemed and held to be delinquent in the monthly payments required by this Article XX. If any I/E defaults in regard to the payments provided for in this Article XX, then in addition to the amount due there shall be added to the obligation of the I/E, who is in default, interest at the rate of twelve (12%) percent per annum until paid, reasonable attorney's fees for collection of same, accounting cost and court costs.

Section 5. Mechanical Contractors Council of Central California - Plumbing, Heating and Refrigeration Industry Trust Fund shall be used for the purpose of promoting the interest of the Plumbing, Heating, and Refrigeration Industry in the area covered by this Agreement. The purpose of the Fund includes promoting programs of industry, education, advertising, training, administration of collective bargaining agreements, improving the technical and business skills of the employers, stabilizing and improving labor union relations and promoting, supporting, and improving and training and employment opportunities for employees. No part of these payments shall be used for any purpose opposed to the interest of the DC #36, the L/U or employees covered by this Agreement.

(1) The General Fund Manager in the General Fund Office shall furnish to each L/U Business Manager a copy of the CPA - prepared annual report, and an annual summary of Fund activities by designated area.

(2) The General Fund Manager shall cooperate with the L/U Business Managers in investigating, and bringing before the General Industry Fund Board of Trustees for hearing, any charges that any Local Area Industry Fund moneys are being used in violation of the terms of this Article XX.

Section 6. The Trustees of the Plumbing, Heating and Refrigeration Trust Fund shall be solely responsible for the administration of the Fund and for collection of all moneys due under this Article XX.

Section 7. Should the provisions of Section 302 of the Labor Management Relations Act, 1947, as amended, be further amended to permit participation by the DC #36 in the Industry Promotion Fund, the MCC and all I/E's executing this Agreement shall enter into negotiations with the DC #36 upon the subject matter of this Article and upon a Trust Agreement which shall admit the DC #36 to participation in an Industry Promotion Fund to the full extent then allowed by law. In the event that the parties have failed to reach an agreement within one (1) year of the effective date of such amendment, Sections 1-6 inclusive of this Article XX shall become null and void.

## **ARTICLE XXI CONTRACT ADMINISTRATION FUND**

Section 1. Each I/E shall pay into a Contract Administration Fund eleven (11) cents per hour for each hour worked by each employee employed by the I/E, covered by this Agreement. If for any reason an I/E elects not to pay into the Contract Administration Fund, he shall so indicate by deleting this Article XXI from his Master Labor Agreement and informing the Secretary of District Council #36 and the Secretary of Mechanical Contractors Council of Central California in writing. In the event an I/E elects to delete this Article XXI, he shall be obligated to pay into the Apprenticeship and Training Fund, as defined in Article XXII, the sum of eleven (11) cents per hour for each hour worked by each employee employed by the I/E covered by this Agreement. Under no circumstances shall an I/E delete both Contract Administration Fund (Article XXI) and not pay an additional \$.11 into the Apprenticeship Training Fund (Article XXII).

Section 2. Moneys paid pursuant to this Article are to be utilized for the administration of this Master Labor Agreement, and are in addition to any funds collected for the Industry Promotion Fund.

Section 3. All payments provided for in this Article XXI shall be due and payable monthly on or before the 15th day, and must be paid not later than the 20th day, of each calendar month, for all work performed in the preceding month, at such bank or other place in the City of Fresno, County of Fresno, State of California, as is designated by the Board of Directors, Mechanical Contractors Council of Central California. A duly designated representative of the Mechanical Contractors Council of Central California shall provide each I/E with a form of report to be filled out and mailed by the I/E with his contribution to the bank or other place designated by the Directors. If said report and contribution are not received by the representative of the Mechanical Contractors Council, or mailed and postmarked, before the 20th day of the month, the I/E shall be deemed delinquent in the monthly payments required by this Article XXI. If any I/E is delinquent in tendering said payments required by

this Article XXI, then in addition to the amount due shall be added interest at the rate of twelve (12) percent per annum until paid, and the cost of collection, including but not limited to reasonable attorney's fees, accounting costs and/or court costs.

Section 4. The Board of Directors of the Mechanical Contractors Council of Central California, which shall enforce the terms hereof and collect all moneys due under this Article XXI, shall administer this Contract Administration Fund.

## **ARTICLE XXII**

### **OPTIONAL PAYMENTS TO APPRENTICESHIP AND TRAINING FUND**

This Article XXII is an integral part of this Master Labor Agreement as an alternate to Articles XX and XXI, (Industry Promotion Fund, and Contract Administration Fund, respectively). Any I/E who does not pay into the Industry Promotion Fund and Contract Administration Fund shall pay an equivalent dollar amount into the Apprenticeship and Training Fund. An I/E must pay either:

- (1) Industry Promotion Fund (Article XX) and Contract Administration Fund (Article XXI), or
  - (2) Additional Apprenticeship and Training Fund (Article XXII).
- Administration of this Apprenticeship and Training Fund will be in accordance with Paragraphs 2 and 3 of Article XVIII, Apprenticeship and Training Fund.

The I/E must inform the Secretary of DC #36 and the Secretary of MCC in writing to make this Article applicable.

## **ARTICLE XXIII**

### **JOINT CONFERENCE BOARD**

Section 1. Immediately upon execution of this Agreement, a Joint Conference Board and Local Joint Conference Committees shall be established as follows:

(a) The Joint Conference Board shall consist of six (6) members, three of whom shall be appointed by the DC #36 and three by MCC.

(b) A Local Joint Conference Committee shall be established within the territorial jurisdiction of each L/U, and shall consist of four (4) members, two of whom shall be appointed by each L/U and two by the Mechanical Contractors Council of Central California.

(c) A majority of the members from each side, both MCC and DC #36, shall constitute a quorum for the transaction of the business of the Joint Conference

Board or Local Joint Conference Committee. A quorum being present, majority vote of the members present, the lesser number of MCC or DC #36 members present governing the number of members from the other side who shall participate in the vote, shall decide all matters.

Section 2. The DC #36 shall notify the MCC and the MCC shall notify the DC #36 immediately of the names of the members of the Joint Conference Board and the Local Joint Conference Committees prior to the grievance hearing. The members of the Joint Conference Board and of the Local Joint Conference Committees shall meet at the earliest possible time and each shall select from among their respective members, a Chairman and Secretary. When the Chairman is an MCC member, the Secretary shall be a DC #36 or L/U member, as the case may be, and vice versa; no member of the Joint Conference Board shall participate in any decision upon any dispute to which he is a party; the members of the Joint Conference Board and of each Local Joint Conference Committee shall also determine upon all other details necessary to perform their duties and functions as hereinafter set forth.

Section 3. The Joint Conference Board and the Local Joint Conference Committees shall be empowered to:

(a) Establish the general recognition and enforcement of the terms and conditions of this Agreement.

(b) Hear and adjust disputes upon the complaint of the DC #36, L/U, the MCC, or I/E involving the interpretation or the enforcement of this Agreement, except disputes arising under Section 5 of Article I, Section 4 of Article VII, and all of Articles V, IX, XI, XII, XVII, XVIII, XIX, XX, XXI, and XXII.

(c) To promote the mutual interest of the parties to this Agreement.

(d) To hear and determine employee grievances arising under Article VII, Section 13 of this Agreement.

(e) Provided, however, that any claim arising from the failure of any party to this contract to perform as required by said contract, shall be waived unless said claim is brought to the attention of the non-performing party within ten (10) working days after the occurrence, upon which said claim is based, is discovered, or should have been discovered, in the opinion of the Local Joint Conference Committee or the Joint Conference Board hearing the grievance.

Section 4. It is the intention of the parties, however, that disputes shall be settled, if possible, at the local level. Whenever a dispute arises, the authorized representatives of the L/U and the I/E (or his authorized representative) shall attempt to settle the same. If the dispute is not settled within three (3) days, the L/U

or the I/E, as the case may be, may submit the same to the Local Joint Conference Committee within ten (10) working days by notifying the Secretary thereof, who shall immediately notify the Committee to convene for the purpose of hearing same.

Section 5. If the dispute is not settled by the Local Joint Conference Committee within ten (10) working days after notice to the Secretary to convene the Committee thereon, the L/U or the I/E may refer the same to the Joint Conference Board by notifying the Secretary who shall immediately notify the members of the Board to convene for the purpose of hearing the same and shall convene not later than ninety (90) days thereafter. If the members of the Joint Conference Board cannot agree within five (5) days after convening on any matter so referred to it, they shall select an impartial third person having no connection with any party to this Agreement, to act as an impartial member and to participate in the decision, which shall be final and binding upon the parties to the dispute. The expense of employing said impartial third person shall be borne by the MCC and the DC #36 equally.

Section 6. The Joint Conference Board shall have the power in addition to those hereinbefore enumerated, in the interest of uniformity of interpretation of this Agreement, to call up before it any matter determined by a Local Joint Conference Committee and to affirm, modify or reverse the same, or to hear and determine originally any dispute or other matter referred to it by District Council No. 36 or Mechanical Contractors Council of Central California. If the decision of the Local Joint Conference Committee is unanimous, the decision shall be final and cannot be appealed to the Joint Conference Board. The only exception to this will be that an Employer or a Union Member from outside the jurisdiction of the District Council #36 area shall have the right to appeal any decision of the Local Joint Conference Committee. Said appeal must be submitted in writing within thirty (30) days after receipt of mailed notice of the decision of the Committee to the parties involved.

Section 7. In the event that the MCC members of the Local Joint Conference Committee or Joint Conference Board should fail to meet on a complaint of the DC #36, or a L/U or an employee, or the DC #36 members should fail to meet on the complaint of the MCC or an I/E, or the party charged, whether DC #36, L/U, MCC or I/E, should fail to appear at the time and place set for hearing, the complaining party, whether DC #36, L/U, Employee, MCC, or I/E, shall have the option to pursue his or its remedy, legal or equitable, or, in the case of a charged party's failure to appear, to exhaust the procedures of this Article XXIII in a default proceeding, and so long as the dispute remains unsettled, the provisions of Article IX of the Agreement shall be suspended as to the party failing to appear, whether DC #36, L/U, MCC or I/E.

Section 8. Nothing herein provided, however, shall be construed to deprive any employee of any remedy he may otherwise have, in law or in equity, to compel



the payment of moneys due to him from an I/E under this Agreement, after an attempt has been made to settle the same as provided in Section 4 of this Article XXIII.

Section 9. The Local Joint Conference Committee, the Joint Conference Board, or the impartial arbiter shall have the power in addition to those hereinbefore enumerated to make an award of damages, general or special, and to grant any other relief for any violation of this Agreement over which they or he have jurisdiction which they or he may deem appropriate thereto, but shall have no power to alter or add to the provisions of this Agreement. The decision of the Local Joint Conference Committee, the Joint Conference Board or the impartial arbiter, as the case may be, shall be final and binding upon the parties hereto.

## **ARTICLE XXIV WORKING EMPLOYERS**

Section 1. On new construction work, an I/E, as defined in Section 3 hereof, may work with the tools of the trade and/or supervise work within the territorial jurisdiction of DC #36 so long as: (a) He does not work on Saturday, Sunday or Holidays. (b) He does not work before the start or after the end of the regular workday as provided in Section 3(A) (1) or Section 4, whichever is applicable, of Article XXV.

Section 2. On jobbing, service and repair work, an I/E, as defined in Section 3 hereof, has the right to work with or without a journeymen or an apprentice on any job, as provided in Section 3 (A) (4) or Section 4, whichever is applicable, of Article XXV. The first employee may be an apprentice. The second employee shall be a journeyman. Jobbing and repair is defined as the repair, replacing, cleaning, or servicing of any existing segment of a plumbing, heating, refrigeration, air conditioning or sewer piping system.

Section 3. For the purposes of Section 1 and 2 hereof, the term "I/E" shall include only the sole proprietor, bona fide members of partnership duly shown as such on the records of the County Clerk of the County where the partnership has its principal place of business, and in the case of a corporate I/E, a stockholder of such corporation holding not less than 25% of the stock and duly shown as such on the records of the corporation, or the responsible managing employee of any I/E. In no event shall any I/E allow more than one such person, whether partner, stockholder or responsible managing employee, to work with the tools of the trade and then only after it has notified the L/U within whose territorial jurisdiction its principal place of business is located of the name of such person. The use of the tools of the trade by any person other than an I/E as herein defined whose name has been filed with the L/U, or by the employees covered by this Agreement, shall be conclusively

presumed to be a violation of this Agreement. The I/E must submit to the Business Manager of the L/U, upon request, records and such other evidence, if any, as may be necessary to establish his compliance with this Section.

Section 4. No I/E shall be permitted or required to pay into any of the Trust Funds named in Articles XVI, XVII and XVIII of this Agreement upon the hours worked by himself as provided in Section 1 and 2 hereof.

Section 5. No I/E, as defined in Section 3 hereof, whether licensed or not to engage in business as a contractor shall be permitted to register for employment with the L/U unless he has ceased to be engaged in business as such, or has severed his connection with the firm or corporation and has notified the L/U in writing to that effect.

Section 6. Registration for employment in the Employment Offices of a L/U shall constitute acceptance by the employee or applicant for employment so registering, of all of the terms and conditions of this Agreement. In the event that such employee or applicant for employment thereafter engages in business as an I/E as defined in Section 3 hereof, whether properly licensed or not, such employee or applicant for employment shall be bound by all of the terms and conditions of this Agreement as though signatory thereto.

Section 7. Engaging in business as a contractor upon the work covered by this Agreement while on the payroll of an I/E shall be deemed just cause for the discharge of an employee by such I/E.

Section 8. (a) No employee will be permitted to sub-contract or lump his labor for the installation of any work covered by the Agreement into a "per house" or "per unit" basis, nor will any employee work in any shop where sub-contracting is practiced by journeymen or apprentices.

(b) No employee shall be allowed to work for himself, working with any tools of the trade covered by this Agreement, either as a subcontractor or as an employee of any employer not signatory to this Agreement. An employee who is determined to have been working on this basis shall be reported by his I/E to the L/U Business Manager or Agent and be terminated.

## **ARTICLE XXV HOURS AND WORKING CONDITIONS**

Section 1. The selection and number of foremen is the responsibility of the I/E's that may call for a foreman, by name, from the L/U Hiring List. The following qualifications must be adhered to:

(a) On any job where there are more than three (3), and not more than eleven (11), workmen covered by the terms of this Agreement, one journeyman shall be selected by the I/E to act as foreman and shall receive foreman's rate.

(b) Where more than eleven (11) workmen covered by this Agreement are employed on any job, the I/E shall designate one foreman for every eleven (11) employees. The number of workmen assigned to work under each foreman shall be at the discretion of the I/E except that no more than ten (10) workmen may be assigned to work under a foreman at any one time.

(c) Foremen shall be entitled to perform any of the duties normally assigned to a journeyman.

(d) When two (2) or more foremen are employed on a job, one shall be designated General Foreman and shall receive the General Foreman's rate.

(e) Where more than five (5) foremen are employed on a job, no men except foremen shall be assigned under the direct supervision of the General Foreman. No more than five (5) foremen may be assigned to work under a General Foreman. When more than one General Foreman is required, one shall be designated as Senior General Foreman, and shall receive the Senior General Foreman's rate.

Section 2. All parties shall live strictly up to all applicable federal and state laws, and city and county ordinances, pertaining to the plumbing and heating industry and pipefitting industry and all laws and regulations pertaining to the safety and health of employees. I/E's shall provide adequate first aid equipment, drinking and sanitary facilities at the job site and in the shop for all of their employees.

Section 3. (A) (1) The regular work week shall consist of forty (40) hours, Monday 6:00 A.M. through Friday 4:30 P.M., and the regular work day shall consist of eight (8) hours, Monday through Friday between the hours of 6:00 A.M. and 4:30 P.M., with a lunch period of one-half hour, between the hours of 12:00 o'clock noon and 1:00 P.M.

The I/E may request an Employee to arrive at the shop before regular starting time to pick up his loaded truck and drive to the job site in order to be on the job at the start of regular starting time. Hours spent driving before and after the regular work hours will be paid at the driving time rate of the California State minimum wage in effect at that time, but as these are actual overtime hours, the rate will be payable at 1-1/2 times per hour. There shall be a minimum pay of one hour's time (at 1-1/2 times the appropriate rate) for early starting.

The terms of this paragraph will not be used to circumvent the requirement of subsistence pay as per Article XXVI, Section 1 of this Master Labor Agreement.

(2) The regular work week and the regular work day on jobbing and repair work is the same as defined in Section 2 of Article XXIV and shall be as provided in (1) above, except that the regular work week may commence on Tuesday. An employee's starting time may not be changed except on the weekend.

(3) The regular starting time designated above may be changed by mutual written agreement of the L/U and the I/E. However, a premium of 1-1/2 times will be paid for up to two (2) hours, and double time for all hours over two (2), worked before the regular starting time. The regular work day on jobbing and repair, however, may be started at anytime between 7:00 A.M. and 9:00 A.M. without prior consent

(4) Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1-1/2) times the straight time rate for the ninth (9th) and tenth (10th) hours, and at two (2) times the straight time rate for all hours in excess of ten (10) hours.

The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1-1/2) times the straight time rate. All hours in excess of ten will be paid at two (2) times the straight time rate.

All hours worked on a Sunday or Holiday will be paid at two (2) times the straight time rate, except that all such overtime on jobbing and repair work shall be paid at one and one-half (1-1/2) times the straight time rate.

(5) The employees of any I/E may not work overtime on more than one day during any one calendar week without the prior consent of the L/U having jurisdiction of the job site. If an I/E does not adhere to the foregoing limitations of overtime in a given week without notice to the L/U having jurisdiction over that job site, said I/E will have this privilege revoked and will, for the balance of the term of the contract, have to get advance approval for any overtime to be worked from the L/U Business Manager or Agent. Whenever possible and practical, overtime work will be given to men working on the job during the regular shifts.

(B) The I/E may, with the prior written consent of the L/U with jurisdiction at the job site, establish shifts but not for less than three (3) working days as follows:

(1) The regular starting time of the second shift on the five days of the regular workweek shall be between the hours of 4:30 P.M. and 5:00 P.M., and of the third shift between the hours of 12:00 midnight and 12:30 A.M. These starting

times of the second and third shifts may be changed by mutual agreement of the L/U and the I/E.

(2) The second shift for any day of the regular work week shall be eight (8) hours worked for 8 hours pay plus ten percent (10%) premium on the taxable wage. For third shift it will also be eight (8) hours worked for 8 hours pay plus fifteen percent (15%) premium on the taxable wage.

(3) Overtime on shifts shall be one and one-half (1-1/2) times or two (2) times the shift rates, whichever is applicable, including shift differential. Overtime pay shall begin after the 8th hour.

(4) Notwithstanding the provisions of paragraph (B) above, shifts may be established for less than three (3) days when access to the job site cannot be had during the regular workday, but only with prior written consent of the L/U.

(C) When an employee who has worked the straight time hours on any regular work day of the regular work week is required to work overtime in excess of two (2) hours, he shall be allowed a meal period of one-half (½) hour on the I/E's time at the applicable overtime rate at the conclusion of the first two (2) hours and again at the conclusion of each four (4) hours of overtime worked thereafter. Employees who are hired for overtime only shall enjoy the same privileges and if they are required to work in excess of four (4) hours, they shall be allowed a one-half (½) hour meal period on the I/E's time at the applicable overtime rate only at the conclusion of every four (4) hours of overtime work. On Saturdays, Sundays and Holidays, the paid lunch hour provisions shall be allowed on the same basis as on a regular work day.

(D) Employees shall not be at the I/E's shop, yard or his place of work more than ten (10) minutes before the commencement of work, and under no circumstances shall the employee leave his place of work as designated by the I/E prior to the end of the work day, except in case of emergency.

(E) On new construction only, employees operating or riding in the I/E's vehicle before the start and after the end of the regular working day or shift, or shift otherwise agreed to, shall be paid at the applicable overtime rate, as defined in Article XXV, Section 3 (A)(1 ).

(F) Any employee, after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the prevailing rate of wages, unless he has been notified not to report to work. If an employee reports to work and begins work, he shall receive not less than four (4) hours pay at the prevailing rate. If any employee works more than four (4) hours then he shall receive not less than a full day's pay. However, there are exceptions,

such as inclement weather, (subject to Section 3 (G) below), strike conditions, stoppage of work through no fault of the contractor (i.e., safety, OSHA, earthquake) or when an employee leaves his work on his own accord. The I/E shall be the sole judge for determining availability of work due to weather conditions. Should an applicant upon being dispatched for employment be hired although reporting late, he shall be entitled to pay only for time actually worked on the day of reporting. The above section applies to new Construction, not Service work.

(G) Inclement Weather. An employee reporting for work at the regular time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours' pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided in this Article, the employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the I/E's principal supervisor. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job, but in no event less than two (2) hours. The I/E shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

(H) Where, because work area is located inside an industrial plant, the workmen are required to walk to the work area and the time required to walk to the work creates a hardship on the workmen, the I/E's representative and the L/U's representative shall meet to establish a reasonable time to be allowed to walk one way on the I/E's time. If the L/U's representative and the I/E's representative cannot agree on a reasonable time, the matter shall be referred to the grievance procedures of Article XXIII.

(I) Pay day shall be once each week with not more than three days' pay being withheld, except that if because of the size of the job and payroll, more time is needed, the time will be extended to not more than five (5) days upon request to the L/U with jurisdiction at the site of the work. Workmen are to be paid during the regular shift, whether working in a shop, I/E's yard, or in the field. On jobs of short duration, such as plant shutdown work, or emergency work, the I/E may mail the paychecks, but not later than the end of the next, regular workday. Otherwise, when employees are laid off or discharged, they must be paid wages due them immediately at the time of layoff or discharge in compliance with the California State Labor Code.

(J) Coffee Break. There will be two (2) 10-minute coffee breaks during each workday. Fresh drinking water shall be supplied at the jobsite. The coffee break will be taken at the employee's place of work or such areas as may be designated by the Individual Employer.

(K) Any of the provisions of this Section 3 may be changed by mutual agreement of the DC #36 and the MCC to conform to changes in the work week or the work day of the basic crafts occurring during the term of this Agreement.

Section 4. Every employee voter shall, on the day of every general election, direct primary, or presidential primary election at which he is entitled to vote be allowed time off in compliance with the Election Code of the State of California.

Section 5. Employees required to work in areas where they are exposed to acids and caustics, or any other hazardous conditions, shall be provided protective clothing and equipment by the I/E.

Section 6. No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction on the use of machinery, tools or other labor-saving devices supplied by the I/E, provided such equipment is operated in accordance with the jurisdictional awards of the Building and Construction Trades Department of the AFL-CIO, and approved by the Department of Industrial Relations of the State of California.

Section 7. (A) The Business Representative of the L/U having jurisdiction over the job site or shop shall have access to the job site or shop during working hours for the purpose of checking compliance with this Agreement. If any violations are observed, the I/E or his authorized representative shall be available to discuss them with the Business Representative. The Business Representative shall endeavor not to interfere with the progress of the work, but shall be permitted to talk with employees having grievances and to take them up with the Foreman, General Foreman, or Senior General Foreman, as the case may be, or other representative.

(B) The Business Manager or Representative of the L/U having jurisdiction over the job site or shop may, regardless of the size of the job or shop, appoint a job or shop steward who shall be permitted reasonable time to perform his duties as steward during working hours, if they cannot be performed at other times. When twenty-five (25) or more men are employed on any one shift in the shop or at the job site, the shop or job steward shall be paid ten (10%) percent over and above the journeyman rate. The Business Manager or Representative shall notify the I/E of the name of any steward so appointed. Once so notified, the I/E shall not lay off or discharge the steward except upon forty-eight (48) hours' notice in writing to the L/U, or upon conclusion of the job. No steward shall be laid off or discharged by reason of any action taken by him in the performance of his duty.

Section 8. (A) Employees (plumbers and pipefitters) shall furnish:

- 25 foot tape measure
- torpedo level
- channel locks
- hammer
- common screwdriver
- phillips screwdriver
- striker
- 8 inch & 12 inch crescent wrenches
- hacksaw
- pencil reamer
- (2) 14 inch pipe wrenches

Employees (welders) shall furnish:

- 25 foot tape measure
- torpedo level
- channel locks
- hammer
- common screwdriver
- phillips screwdriver
- striker
- 8 inch & 12 inch crescent wrenches
- hacksaw
- pencil reamer
- welding hood

The I/E will pay for the first set of pipe wrenches and supply clear lenses for welding hoods. Contractors will supply lenses for welding hood not to exceed \$10.00 per unit. Required tools in the possession of the employee will remain in their possession. The employee, at the option of the employer, shall spend up to an additional \$100.00 for the purchase of the following tools only:

- A. Tube Cutters
- B. No Hub Wrench
- C. Tin Snips
- D. Nail Puller

(B) The I/E shall furnish ammeters, gauges, and other testing equipment, welding gloves, leathers, hoods, goggles (including clear glass and magnifying lens), skull guards and foul weather gear, as needed by his employees. No employees shall be required to furnish any of these items or to deposit any money



or other thing of value to guarantee the safety of any tools, equipment or materials; nor shall any money be deducted from the pay of any employee for this purpose.

(C) Employees, however, shall accept the responsibility to properly care for all tools and equipment furnished by the I/E and shall be liable for loss or damage thereto caused by their negligence or willful neglect. All questions of liability shall be resolved by the Local Joint Conference Committee.

(D) No employee shall furnish to his employer by lease, loan or otherwise, any vehicle, tools or equipment for any purpose, except as provided in (A) above.

Section 9. All trucks used in connection with work covered by this Agreement shall be permanently marked with the name of the I/E on both sides so as to be legible at 100 feet or more. New trucks (for a reasonable time only) or short-term rental trucks will not be required to meet this requirement, provided the I/E notifies the L/U in the jurisdiction in which the truck is being operated of its intended use by the I/E. No employee shall be required or allowed to ride in or operate any truck which is not so marked or exempt.

Section 10. Payroll checks shall be issued in accordance with Section 3(I). Payroll issued late could be subject to an additional 8-hours per day as determined by the Joint Conference Board.

## **ARTICLE XXVI TRAVEL AND SUBSISTENCE**

Section 1. For the purpose of determining payment of subsistence, as hereinafter provided, all distances shall be measured from the L/U Office having jurisdiction over the job site to the job site by the most direct regularly traveled automobile route. Local 228 and Local 442 will have multiple dispatch points for the purpose of subsistence (i.e. Local Union 442 will use both the existing Union Hall and the Modesto City Hall. Local 228 will use Chico City Hall, the Yuba City local union office, and the Redding local union office).

For Local Unions #062, 246 and 442, on jobs 50 miles or more from the L/U dispatch office, an employee on site, able and available for work, shall be paid subsistence of \$34.50 per regular work day, Monday through Friday, whether he or she works or not. For Local Union #228, for hours worked between October 1, 2001 and June 30, 2002, the subsistence rate shall be \$34.50, except for the following designated projects, on which the subsistence rate shall be \$50.00: Colusa, Medicine Lake, and Herlong Federal Prison. For Local Union #228, the subsistence rate shall be \$50.00 per regular work day for all hours worked on or

after July 1, 2002. If an employee works or is asked to standby on site on a Saturday or Sunday, subsistence will be paid.

On any Holiday that falls on a regular workday, Monday through Friday, the Employee will be paid subsistence, whether he or she works or not. However, in order for subsistence to be paid for any Holiday, the Employee must be present and able to work on the last regular workday before the Holiday, as well as the next regular workday after the Holiday. Any employee who lives at any facility provided by an I/E shall not be required to pay more than the lowest amount paid by the members of any other building and construction craft employed on the project or job site.

Section 2. For the purpose of clarification of the above paragraphs, all distances shall be computed over the shortest regularly traveled route from the L/U dispatch office.

Section 3. For the purpose of this Article, a shop shall mean a permanent, bona fide place of business other than a job site shop, fabricating shop, or storage facility, which has been in existence for not less than one (1) year during which time it has been equipped with facilities for the storage of materials and tools and for dispatch of materials and employees to job sites and has been continuously used for all of said purposes during that period of time. If a shop is discontinued, it must again qualify as herein provided before it can be used as a shop for purposes of this Article XXVI.

No shop shall be recognized as a shop for the purposes of this Article in any event unless approved by the Local Joint Apprentice Training Committee with jurisdiction in the area where the shop is located, as being appropriate for the training of apprentices.

Notwithstanding the provisions hereof, any I/E not directly or indirectly owned or controlled by any other I/E, who or which enters the plumbing business for the first time on or after the effective date of this Agreement and has no other shop, either within or without the territorial jurisdiction of the DC #36, may, once and only once during the term of this Agreement, designate one shop otherwise conforming to the definition herein contained as his permanent shop, although it has not been in existence for one (1) year, by notifying the L/U in writing of its address and date of establishment.

Section 4. The I/E's vehicle transporting employees shall be driven by a competent driver. No employee shall accept transportation in an I/E's vehicle unless it is satisfactorily enclosed against the elements of the weather and provided with seats or benches, and adequate first aid kit. Employees are expressly forbidden to ride in the bed of trucks.

## **ARTICLE XXVII SERVICE AND MAINTENANCE WORK**

### **(A) Refrigeration and Air Conditioning Service and Maintenance.**

(1) Service and Maintenance work is the work normally performed by the I/E on an emergency call basis relating to: evacuation, charging, start-up, inspection, operation, maintenance and service calls necessary to keep a mechanical system of refrigeration, air conditioning, heating and/or ventilation or any other newly installed, remodeled, revamped or redesigned mechanical system in operational order. Service and maintenance shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing, overhauling, starting, and balancing of any system or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the I/E by the customer.

Except for initial start-up, "Service Work" in heating, air conditioning and refrigeration, includes any and all work in charging, testing, changing motors, all types of controls, compressors or other replacement parts, repair of any pipe or any tubing connected thereto, and the service and repair of all newly developed systems, removal, addition or control of heat or humidity and setting, handling and changing of such equipment. This includes all maintenance repairs and service of air conditioning and refrigeration of industrial, commercial and residential packages, built up and remote systems and all work incidental to a service call. Where it becomes necessary to replace one case in a line of cases and it is impractical to replace the single case without replacing the entire line, service shall include replacement of the entire line of cases. **INTENT:** The prior sentence shall not be used as a subterfuge to accomplish a store remodel.

(2) If an I/E receives a call for service from a customer within the jurisdiction of another L/U of DC #36, the I/E must get clearance from that L/U Business Office prior to sending a man in. This may be accomplished by telephone. There is no requirement for depositing a travel card on service call work as herein defined.

(3) For service and repair, an out-of-area I/E may send in two (2) men for a day on a job not to exceed eight (8) hours. If the job is to exceed eight hours at a single location, then a man or men from the L/U Hiring Hall must be hired.

(4) The first man coming from an outside area to another Local's jurisdiction must be a U.A. Journeyman. The second may be an Apprentice or Tradesman.

### **(B) Jobbing and Repair on work other than Refrigeration and Air Conditioning.**

(1) Jobbing and repair is defined as the repair, replacing, cleaning, or servicing of any existing segment of any existing system other than a refrigeration or air conditioning system.

(2) On any such work, an I/E as defined in Section 3 or Article XIV has the right to work with or without journeymen for not to exceed eight (8) hours on any job, as provided in Section 3(A) (4) or Section 4, whichever is applicable, of Article XXV. The total work of any job on which an I/E works must not require more than eight (8) hours to complete.

### **ARTICLE XXVIII EMPLOYER PROTECTION**

No Individual Employer party hereto shall be required to pay higher wages or be subject to less favorable working conditions on any one job or project than those applicable to other Individual Employers employing workmen on similar work on the same job or project under any contract with the United Association Pipe Trades District Council No. 36, or any Local Union affiliated with Pipe Trades District Council No. 36, except that the Individual Employer shall not request the lower wage rate recognized by the Union and other contractors for specialized maintenance work or utility pipe work.

Where special conditions are desired within the territorial jurisdiction of any Local Union, such provision shall prevail only upon written agreement between DC #36, MCC and the Local Union.

**NOTE:** On project agreements, it is the contractor's responsibility to contact the union as to its terms.

### **ARTICLE XXIX SCOPE OF THE AGREEMENT**

Section 1. The MCC, the I/E, and the DC #36 for itself and each L/U, warrants and agrees that it will not by the adoption or amendment of any provisions of its Articles of Incorporation, ownership, or change in the geographic location of its Employment Office, constitution, by laws, or by contract, or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof.

Section 2. This Agreement contains all of the covenants, stipulations and provisions and agreements between those parties to or covered by this Agreement

and no agent or representative of any party to this Agreement, MCC, or I/E or L/U, has authority to make, and none of those parties to or covered by this Agreement are liable for, any statement.

This Agreement, when signed by both the DC #36 and the MCC, represents accord and conclusions on all items, and the contract cannot be reopened, without written request from either the DC #36 or the MCC, to discuss any mandatory item of bargaining inadvertently left out of the negotiation discussions by either the DC #36 or the MCC.

Section 3. The costs of printing the contract booklets and any modifications or addenda throughout the term of the Agreement will be shared equally by the DC #36 and the MCC.

Section 4. Pipe Trades District Council #36 agrees to implement, and make a part of this Master Labor Agreement, the Pipe Tradesman Addendum, and L/U Residential and Light Commercial Addenda, which may vary in content, terms and conditions for each of the four (4) L/U's.

### **ARTICLE XXX LIABILITIES TO THE PARTIES**

It is mutually understood and agreed that neither the MCC, the I/E, nor the DC #36, nor any L/U, shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of MCC, the I/E, or the DC #36, or any L/U.

In accordance with the Occupational Safety and Health Act of 1970, it will be the exclusive responsibility of the I/E's to ensure the safety of their employees, and compliance by them with any safety rules contained herein or established by the MCC or the I/E. Nothing in this Agreement shall be construed to make the DC #36 or L/U liable to any employee or to any other person in the event that work-related disease, sickness, death, injury or accident occurs, where such liability does not otherwise exist in any applicable law. In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the DC #36, L/U, or MCC or I/E, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized person in compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

## **ARTICLE XXXI GENERAL SAVINGS CLAUSE**

It is not the intent of those parties hereto or covered hereby to violate any laws, rulings, or regulations or any Government authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

The clauses hereof relating to "Employment", Article VII hereof, and "No Cessation of Work", Article XI hereof, are intended to be inseparable and mutually interdependent. Should either of such Articles be held or determined to be illegal or void for any reason, then both of said sections shall forthwith become of no further force or effect and neither party by implication shall be bound thereby. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

## **ARTICLE XXXII HIRING HALL FUND**

Section 1. Each I/E shall pay into the Pipe Trades Hiring Hall Administration Trust the following sum per hour for each hour worked by his or its employees upon work covered by this Agreement.

Effective October 1, 2001 - \$0.51, for all hours worked on and after that date.

Section 2. Said Pipe Trades Hiring Hall Administration Fund shall be administered in accordance with Pipe Trades Hiring Hall Administration Fund Trust Agreement. Neither the Pipe Trades District Council nor the L/U's shall be entitled to representation on the Board of Trustees. The Secretary of the District Council shall, however, be given five (5) days' written notice of the time and place of the meetings of the Board and the District Council shall be entitled to have an observer present at each such meeting to act in an advisory capacity but otherwise without voice or vote.

Section 3. The I/E's agree to be, and are, bound by all of the terms and conditions of said Trust Agreement as the same may be from time to time amended.

Section 4. The Funds of said Trust shall be used exclusively for paying all reasonable and necessary expenses of the Trust and for funding the operation of the joint Hiring Halls of the L/U's and shall be disbursed each month for the latter purpose through the Local Joint Hiring Hall Committee as its agents.

Section 5. Local Joint Hiring Hall Committees, consisting of an equal number of employer and employee representatives, shall be established. The members of the Local Joint Apprentice Training Committees may serve as members of the Joint Hiring Hall Committees.

Section 6. The Local Joint Hiring Hall Committees shall be empowered to hear and adjust any and all disputes, complaints and grievances of I/E's, employees and applicants for employment arising out of the operation of the Joint Hiring Halls. In order to achieve uniformity of decision, however, the Joint Conference Board may call up before it for review any matter coming before Local Joint Hiring Hall Committees and any decision of the Local Joint Hiring Hall Committee may be appealed to the Board as provided in Section 6 of Article XXIII.

Section 7. All payments provided for by this Article XXXII shall be due and payable monthly on or before the 15th day, and must be paid, or mailed and postmarked, not later than the 20th day, of each calendar month for all work performed in the preceding month. Such payments shall be reported on the same form as is used for the reporting of payments to the Trust Funds required by Articles XVI, XVII, and XVIII hereof and shall be included with such payments and shall be governed by all of the provisions of Article XIX in the same manner as payments to said Trust Funds.

### **ARTICLE XXXIII**

#### **LABOR-MANAGEMENT COOPERATION COMMITTEE TRUST FUND**

Section 1. Each I/E shall pay into the Pipe Trades District Council No. 36 Labor-Management Cooperation Committee Trust Fund the following sum per hour worked by his or its employees upon work covered by this Agreement:

Effective October 1, 2001 ... \$.25 for Local Union No. 62  
Effective October 1, 2001 ... \$.20 for Local Union No. 442  
Effective October 1, 2001 ... \$.70 for Local Union Nos. 228 and 246

Each Local Union shall have the right to make reallocations at its sole discretion and election between the taxable wage and the hourly contribution amount to this Trust Fund, except that effective July 1, 2002, the minimum contribution to this Trust Fund shall be \$.25 per hour, and the maximum contribution to this Trust Fund shall be \$.75 per hour. That election may be exercised effective

for hours worked starting the first day of any calendar month, upon sixty days' written notice to MCC.

Section 2. I/E's agree to be and are bound by all the terms and conditions of the Pipe Trades District Council No. 36 Labor-Management Cooperation Committee Trust Fund Trust Agreement signed May 21, 1990, and now in effect, and to any amendments to the said Trust Agreement hereinafter adopted by the parties. The Pipe Trades District Council No. 36 Labor-Management Cooperation Committee Trust Fund Trust Agreement is hereby incorporated by reference in full and made a part of this Agreement.

Section 3. The Pipe Trades District Council No. 36 Labor-Management Cooperation Committee Trust Fund shall be administered in accordance with the Pipe Trades District Council No. 36 Labor-Management Cooperation Committee Trust Fund Trust Agreement, and the Funds of said Trust shall be used exclusively for purposes permitted under the Labor-Management Cooperation Act of 1978.

Section 4. All payments provided for by this Article XXXIII shall be due and payable monthly on or before the 15th day, and must be paid, or mailed and postmarked, not later than the 20th day, of each calendar month for all work performed in the preceding month. Such payments shall be reported on the same form as is used for the reporting of payments to the Trust Funds required by Articles XVI, XVII and XVIII hereof and shall be included with such payments and shall be governed by all of the provisions of Article XIX in the same manner as payments to said Trust Funds.

#### **ARTICLE XXXIV ORGANIZING**

Local unions and contractors whenever possible shall work together in organizing non-union employees and employers.

#### **ARTICLE XXXV EFFECTIVE AND TERMINATION DATE**

Section 1. This Agreement shall be effective as of the 1st day of October, 2001, and remain in effect for a period of sixty (60) months, to and including, September 30, 2006, and from year to year thereafter unless either MCC or DC #36 shall, not less than sixty (60) days prior to September 30, 2006, or any anniversary thereof, serve upon the other, notice in writing of its desire to terminate the same.

Section 2. For the purposes of Section 1 hereof, notice to the MCC shall be deemed notice to all I/E's signatory hereto or otherwise bound hereby.



Section 3. The parties and I/E's hereby waive any right that they may have to repudiate this Agreement during the term of the Agreement or during the term of any extension, modification or amendment to this Agreement.

Section 4. Additional changes can be made upon mutual agreement by both parties.

IN WITNESS WHEREOF, the parties hereby have hereunto set their hands and seals by their respective duly authorized officers, the day and the year first above written.

**MECHANICAL CONTRACTORS COUNCIL OF CENTRAL CALIFORNIA**

By:

\_\_\_\_\_  
Tom Haverty, President  
2245 E. McKinley (P.O. Box 6086)  
Fresno, CA 93703  
Telephone (559) 486-7050      Fax (559) 486-0171

\_\_\_\_\_  
Scott Strawbridge, Secretary  
P.O. Box 159  
Benicia, CA 94510  
Telephone (800) 640-5152      Fax (707) 751-0200

**DISTRICT COUNCIL NO. 36 OF THE UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING  
INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO**

By

\_\_\_\_\_  
Robert Carr, President  
1246 Putnam Avenue  
Yuba City, CA 95991  
Telephone (530) 673-8690      Fax (530) 673-7887

\_\_\_\_\_  
Robert Jennings, Secretary  
1303 N. Rabe Avenue, #101  
Fresno, CA 93727  
Telephone (559) 252-7246      Fax (559) 252-1766

**U.A. LOCAL UNIONS AFFILIATED WITH  
PIPE TRADES DISTRICT COUNCIL No. 36**

**U.A. Local No. 062**

John Bandarra, Business Manager  
11445 Commercial Parkway  
Castroville, CA 95012  
Telephone (831) 633-6091 Fax (831) 633-1613

Jurisdiction: Monterey and Santa Cruz Counties.

**U. A. Local No. 228**

Robert Carr, Business Manager  
1246 Putnam Avenue  
Yuba City, CA 95991  
Telephone (530) 673-8690 Fax (530) 673-7887

Jurisdiction: Butte, Colusa, Glenn, Lassen, Modoc, Plumas, Shasta,  
Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba Counties.

**U. A. Local No. 246**

Robert Jennings, Business Manager  
1303 N. Rabe Avenue, #101  
Fresno, CA 93727  
Telephone (559) 252-7246 Fax (559) 252-1766

Jurisdiction: Fresno, Kings, Madeira and Tulare Counties.

**U. A. Local No. 442**

William Taylor, Business Manager  
3935 Coronado Avenue  
Stockton, CA 95204  
Telephone (209) 464-4559 Fax (209) 464-0522

Jurisdiction: Alpine, Amador (south of the river), Calaveras, Mariposa,  
Merced, San Joaquin, Stanislaus and Tuolumne Counties.

#### **TRUST PLAN OFFICES**

**(Benefit Administration Corporation)**

**Pipe Trades District Council No. 36**

**Pension, Health and Welfare, Apprenticeship Training, Industry**

**Promotion, Contract Administration, Hiring Hall, and Joint Labor**

**Management Funds**

**P.O. Box 9800**

**Fresno, CA 93794**

**Telephone: (209) 225-3030**

**Fax (209) 225-6837**

#### **VACATION FUND DEPOSITORIES**

**For Local Unions No. 062, 228 and 246**

**Benefit Administration Corporation**

**P.O. Box 9800**

**Fresno, CA 93794**

**For Local Union No. 442**

**Operating Engineers Federal Credit Union**

**P.O. Box 2082**

**Dublin, CA 94568**

## APPENDIX I

The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

(1) All piping for plumbing, water, waste, floor drains, drained grates, supply, leader, soil pipe, grease traps, sewage and vent lines.

(2) All piping for water filters, water softeners, water meters and the setting of same.

(3) All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.

(4) All water services from mains to buildings, including water meters and water meter foundations.

(5) All water mains from whatever source, including branches and fire hydrants, etc.

(6) All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.

(7) All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.

(8) All bathroom, toilet room and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors.

(9) All lawn sprinkler work including piping, fittings, and lawn sprinkler heads.

(10) All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

(11) All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.

(12) All black tin coils, carbonic gas piping, for soda fountains and bars, etc.

(13) All piping for railing work, and racks of every description, whether screwed or welded.

(14) All piping for pneumatic vacuum, cleaning systems of every description.

(15) All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.

(16) All marine piping, and all piping used in connection with ship building and ship yards.

(17) All power plant piping of every description.

(18) The handling, assembling, and erecting, of all economizers, super-heaters, regardless of the mode or method of making joints, hangars, and erection of same.

(19) All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.

(20) All soot blowers and soot collecting piping systems.

(21) The setting, erecting, and piping, for smoke consuming and smoke washing and regulating devices.

(22) The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air-conditioning, manufacturing, mining and industrial work.

(23) The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air-conditioning systems.

(24) All piping for artificial gasses, natural gasses, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.

(25) The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

(26) All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

(27) The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

(28) The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.

(29) All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarm piping, and control tubing,

(30) All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.

(31) All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

(32) All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.

(33) All piping setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.

(34) All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.

(35) All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.

(36) All piping in connection with central distributing filtration treatment stations, boosting stations, waste & sewage disposal plants, central chlorination

and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.

(37) All process piping for refining, manufacturing, industrial, and shipping purposes of every character and description.

(38) All air piping of every description.

(39) All temporary piping of every description in connection with building and construction work, excavating and underground construction.

(40) The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with pipe fitting industry.

(41) The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.

(42) All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.

(43) All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.

(44) Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

(45) All methods of stress relieving of all pipe joints made by every mode or method.

(46) The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.

(47) The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

(48) The operation, maintenance, repairing, servicing, and dismantling of all work installed by journeymen members of the United Association.

(49) All piping for cataracts, cascades (i.e. artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds used for industrial, manufacturing, commercial, or for any other purposes.

(50) Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

## **APPENDIX II**

All I/E-sponsored Drug Testing Programs must contain the following specific protections for employees:

1. Before requesting an employee to undergo drug or alcohol testing, the Individual Employer shall provide the employee with a form on which to acknowledge that the employee has seen the Employer's drug and alcohol testing policy.
2. If an employee tests positive for drug or alcohol use, the employee must be given written notice of the right to explain the positive test and indicate any over-the-counter or prescription medication that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test.
3. Within three (3) working days after notice of a positive initial test result, the employee may submit information to the Individual Employer, in addition to any information already submitted under paragraph (2), to explain that result.
4. An employee who tests positive will have five (5) working days following the date on which the employee is notified of the test result to advise the Individual Employer, in writing, of the employee's desire to request a retest of the original sample at the employee's own expense.
5. Unless a positive test result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
6. The Individual Employer will bear the costs of all testing procedures, except for retests requested by employees after an initial positive test result.



7. For-Cause Testing: Once hired, employees will only be tested for the presence of drugs or alcohol if there exists objective evidence that the employee is under the influence of drugs or alcohol. The conduct of the employee must be witnessed by at least two supervisors or other employer officials, if feasible. If not feasible, only one supervisor or employer official need witness the conduct. The witness or witnesses must have received training in the identification of actions, appearances, or conduct which is indicative of the use of drugs or alcohol. A contemporaneous written report describing the employee's condition shall be completed, dated, and signed by the witness(es), with copies available to the employee and Union. All tests shall be performed in accordance with this Agreement and in a non-discriminatory manner. During the process of establishing for-cause testing, the employee has the right to request a Union steward, a Union member, or an on-site representative to be present.

Refusal to submit to an employer request for-cause testing for the presence of alcohol or drugs shall constitute insubordination and is a violation of this Agreement. An employee undergoing for-cause testing shall be suspended with pay pending the outcome of the results. A confirmed positive test is a violation of this agreement. Payment will be adjusted in accordance with the outcome of the test.

8. Post-Incident Testing: Employees may be tested for the presence of drugs or alcohol if the employee sustains a personal injury, as that term is defined in California Civil Code § 3282; has caused another employee to sustain a personal injury; has caused a work-related accident; or was operating or helping to operate power tools, machinery, equipment, or vehicles involved in a work-related accident. An employee subject to post-incident testing shall be suspended pending the outcome of the results. Refusal to submit to an employer request for post-incident testing for the presence of alcohol or drugs shall constitute insubordination and is a violation of this agreement. A confirmed positive test is a violation of this agreement. Any employee having a negative test for post-incident testing will receive full back pay for the period of suspension including time spent in testing.

9. Unscheduled Testing: When employees in safety-sensitive positions are subject to drug and alcohol testing on an unscheduled selection basis, time spent meeting unscheduled testing requirements shall be paid work time.
10. Test Results: The Individual Employer shall provide a tested employee with copies of all test result reports obtained by said Employer.
11. Confidentiality: Test result reports and other information acquired in the drug or alcohol testing processes are private and confidential information and may not be disclosed by the Individual Employer or laboratory conducting the test to any other employer or to a third party, individual, governmental agency, or private organization without the written consent of the employee tested.
12. First Positive Test: Current employees (not applicants for employment) who test positive shall be subject to the following conditions. The employee shall be immediately referred for counseling. Where the positive test is the employee's first positive test, the employee shall participate in drug and/or alcohol evaluation and subsequent counseling and/or rehabilitation program as directed by the evaluation. Counseling and/or treatment may be required to avoid discipline and/or discharge.

If the employee participates in and successfully completes the evaluation and any subsequent treatment or rehabilitation as directed, then there shall be no further discipline or discharge as a result of the first positive test. If the employee satisfactorily passes the evaluation, and completes the recommended counseling or rehabilitation program, the employee will be returned to work. However, the employee is not entitled to any paid work time or benefits for time not worked because of the evaluation and counseling and treatment. If the employee refuses to participate in either the evaluation or the rehabilitation program or fails to successfully complete the counseling or rehabilitation program, the employee will be terminated.

13. Repeat Positive Test: Any employee, who having twice tested positive for drugs and/or alcohol, shall be required to submit objective evidence to the Policy and Program

Administrative Committee, if any, or Joint Conference Board, which shall make recommendations to the Individual Employer on the employee's eligibility for rehire.

### **APPENDIX III**

Optional 4-10 work schedule with mutual agreement between the Employer and Local Union, then the following shall apply:

If one work crew is used, the regular work week shall be from Monday through Thursday. Pay for each of these four (4) days shall be ten (10) hours at the straight time hourly rate. Hours worked in excess of a regular ten (10) hour shift shall be paid at the rate of one and one-half ( $1 \frac{1}{2}$ ) times the straight time hourly rate; after twelve (12) hours, the rate shall be two (2) times the straight time hourly rate. Friday may be worked as a voluntary make-up day in those cases where the work is shut down due to inclement weather or an emergency situation. (Note: A make-up day can only be used if prior to the job, the Local Business Manager and contractor have agreed to use a "Friday make-up day"). Pay for the Friday make-up day shall be at straight time, up to forty (40) hours for the current week. If a fifth day is worked, the pay shall be at one and one-half ( $1 \frac{1}{2}$ ) times the straight time hourly rate for the first ten (10) hours worked; all work in excess of ten (10) hours shall be paid at two (2) times the straight time hourly rate. If a sixth day or seventh day is worked, the pay shall be two (2) times the straight time hourly rate for all hours worked.

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## APPENDIX V

MECHANICAL CONTRACTORS COUNCIL OF CENTRAL CALIFORNIA	<b>NOTICE OF TERMINATION</b> (VALID FOR 180 DAYS)	U.A. PIPE TRADES DISTRICT COUNCIL #36
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NAME \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

LAST                      FIRST                      INITIAL

LOCAL UNION NO. \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_

OCCUPATION \_\_\_\_\_ RATE OF PAY \_\_\_\_\_ BADGE NO. \_\_\_\_\_ DATE OF HIRE \_\_\_\_\_

CLEARANCE OF PROPERTY: YES                      NO

TOOLS \_\_\_\_\_ BADGE \_\_\_\_\_ WOULD YOU REHIRE THIS EMPLOYEE? \_\_\_\_\_

KEYS \_\_\_\_\_ OTHER \_\_\_\_\_ REPLACEMENT REQUIRED? \_\_\_\_\_

(REASON FOR TERMINATION — CHECK AND EXPLAIN)

- LAYOFF
- 1 ☐ REDUCTION IN FORCE  
2 ☐ JOB COMPLETED  
3 ☐ OTHER

- DISCHARGE
- 4 ☐ MISCONDUCT  
5 ☐ ABSENTEE  
6 ☐ NOT QUALIFIED  
7 ☐ QUANTITY OF WORK  
8 ☐ QUALITY OF WORK  
9 ☐ OTHER

- VOLUNTARY QUIT
- 10 ☐ DISSATISFIED  
11 ☐ LEAVING TOWN  
12 ☐ TO SEEK OTHER JOB  
13 ☐ SICKNESS  
14 ☐ INJURY  
15 ☐ OCCUPATIONAL  
16 ☐ NON-OCCUPATIONAL  
17 ☐ OTHER

EXPLANATION \_\_\_\_\_

IMPORTANT: ADDRESS OF OFFICE MAINTAINING WAGE RECORDS INDICATED BELOW:

CONTRACTOR NAME \_\_\_\_\_ JOB NO. \_\_\_\_\_

CONTRACTOR ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_

**NOTE TO EMPLOYEES:** TO EXPEDITE PROCESSING OF CLAIMS FOR UNEMPLOYMENT INSURANCE OR OTHER BENEFITS TO WHICH YOU MAY BE ENTITLED, PLEASE USE THE ABOVE ADDRESS.

**EMPLOYER COPY**